

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

BOBBY WALKER,

Plaintiff,

v.

WORLD CHAMPIONSHIP  
WRESTLING, INC., and TURNER  
SPORTS, INC.

Defendants.

Civil Action File  
1:00-CV-0367-CC

FILED IN CLERK'S OFFICE

JAN 13 2003

LUTHER D. ANDREAS, Clerk  
By: *[Signature]* Deputy Clerk

**PLAINTIFF'S NOTICE OF FILING APPENDIX**

Plaintiff, BOBBY WALKER, hereby serves notice that he is filing herewith in the above-styled case an Appendix containing copies of relevant deposition testimony and exhibit documents in support of his Response To Defendants' Motion For Summary Judgment, Plaintiff Walker's Response to Defendants' Statement of Undisputed Facts, and Plaintiff Walker's Statement of Undisputed Facts filed with this Court.

This 13<sup>th</sup> day of January, 2003.

*[Signature]*  
Cary Ichter  
Georgia Bar No. 382515  
Charles J. Gernazian  
Georgia Bar No. 291703  
Michelle M. Rothenberg-Williams  
Georgia Bar No. 615680

**MEADOWS, ICHTER & BOWERS, P.C.**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

BOBBY WALKER,	)	
	)	
Plaintiff,	)	
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WORLD CHAMPIONSHIP	)	
WRESTLING, INC., and TURNER	)	
SPORTS, INC.	)	
	)	
Defendants.	)	
_____	)	

**APPENDIX OF EXHIBITS AND DEPOSITION EXCERPTS**

- A. Affidavit of Bobby Walker
- B. Plaintiffs' Exhibit No. 10
- C. Plaintiffs' Exhibit No. 15
- D. Declaration of J.P. Snakovsky
- E. Affidavit of Moses Williams
- F. Supplemental Report of Dr. David Rasmussen
- G. EEOC Charge Against WCW
- H. Interview of Olie Anderson
- I. Declaration of Brenda Smith
- J. Declaration of Pamela Collins
- K. Declaration of Catherine A. Neal
- L. Declaration of Sgt. Steve Hicks
- M. Norris Memorandum of Law In Support of Defendants' Motion  
for Summary Judgment

- N. Carr Memorandum of Law In Support of Defendants' Motion  
for Summary Judgment
- O. Ross Memorandum of Law In Support of Defendants' Motion  
for Summary Judgment
- P. Defendants' Exhibit No. 11
- Q. Declaration of George Grace
- R. Plaintiffs' Exhibit No. 72
- S. Plaintiffs' Rule 26(a)(2) Disclosures of Expert J. Steve  
Hicks
- T. Rule 26(a)(2) Report of Plaintiffs' Expert Dr. David  
Rasmussen
- U. List of Heavyweight Champions
- V. Plaintiffs' Exhibit No. 18
- W. Plaintiffs' Exhibit No. 2
- X. Plaintiffs' Exhibit No. 5
- Y. Plaintiffs' Exhibit No. 95
- Z. Excerpts of Deposition Transcript of Tony Carr
- AA. Excerpts of Deposition Transcript of William Boulware
- BB. Excerpts of Deposition Transcript of Pezavan Whatley
- CC. Defendants' Supplemental Responses to Plaintiffs'  
Interrogatories

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties in the foregoing matter with the foregoing **Plaintiff's Notice of Filing Appendix** by depositing a copy of same in the United States Mail, postage prepaid and properly addressed as follows:

Eric Richardson  
Evan Pontz  
Troutman Sanders LLP  
Suite 5200, Bank of America Plaza  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308-22165

This 13th day of January, 2003.



Michelle M. Rothenberg-Williams





## EXHIBIT / ATTACHMENT

          A          

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DECLARATION OF BOBBY WALKER

STATE OF GEORGIA

COUNTY OF Clayton

Bobby Walker gives the following declaration under penalty of perjury and states as follows:

1.

I chose the stage name, "hardwork" because I wanted to be a role model to young persons, by showing them that hard work and perseverance leads to success.

2.

At the time I signed my 1994 agreement with WCW, I had not even begun to develop my wrestling maneuver of "walking the ropes." I did not begin practicing that maneuver until later. Indeed, I had never even heard of the concept of "walking the ropes" at the time I signed my 1994 agreement.

3.

After approximately eight months of training at WCW's Power Plant, I believe I had acquired the necessary wrestling skills to begin getting actual experience and get much more exposure than I received at that time.

4.

When I signed my contract dated April 25, 1995, I was aware that WCW had many wrestlers who did not even have a contract.

5.

When I was offered a contract, in April 1996, I was told by Kevin Sullivan that I was talented.

6.

I deny that I actually wrestled in over eighty events between 1996 and 1997. Many times, I was required to show up, but I was not actually used in the wrestling match.

7.

During the time that Jody Hamilton was the manager at the Power Plant, Jody Hamilton told me that my maneuver of "walking the ropes" was something that "no one else could do," and that WCW needed something different. He then told me that if he were in control, that he would "push me."

8.

Paul Orndorff told me that I had very good abilities, and told me that what I did as far as walking the ropes was "different," and that different maneuvers like walking the ropes was what wrestling fans wanted to see.

9.

I recall a Caucasian wrestler named Billy Kidman. I recall that Mr. Kidman fell from the ropes while he was doing some of his maneuvers, including his finishing move. I saw him slip off the ropes on WCW main events as well. Nevertheless, he was still given many opportunities, and became an extremely successful wrestler. Mr. Kidman is still wrestling, and is a huge success.

10.

While training at the Power Plant, I remember a Caucasian named Chris Canyon. Mr. Canyon trained at the Power Plant and arrived after I did. Although Mr. Canyon did acquire the basic physical skills needed to wrestle, I believe I was a much better wrestler. I was stronger, more agile, and could bench press more weight. Also, I could perform my maneuver of "walking the ropes," which Mr. Canyon could not do.

11.

I acknowledge that Eric Bischoff offered me a new wrestling contract, after Taylor had caused my termination. But I did not accept it for several reasons. The main reason is that I did not believe Bischoff was doing anything to address the real problem -- Terry Taylor and WCW's discrimination. Also, I wanted assurance that WCW would not terminate the new contract without any reason.

12.

When I sued WCW and Terry Taylor, the main thing that I wanted was for WCW to allow me the opportunity to demonstrate my talents in order to become as successful as the Caucasian wrestlers who had similar or lesser skills and abilities.

13.

At the time I signed my last contract, I agreed to spend a few days at the Power Plant, to get back into ring shape. I had been working out and training on my own and did not need more than a few days at the Power Plant. After my few days of training at the Power Plant ended, I did not need to go to the Power Plant each day. No other wrestler who was under contract, with a similar level of experience to mine was required to attend ongoing training at the Power Plant. What I needed was more television exposure to showcase my maneuver "walking the ropes."

14.

Although I had learned to truly execute my walking the ropes maneuver, I was only scheduled to wrestle in about five WCW matches for the entire two year period (1999 and 2000) of my last contract. WCW simply did not give me any meaningful wrestling opportunities during this time frame. Instead, they essentially refused to use me and waited for my contract to expire.

15.

Although my opportunities were limited and I was under pressure, I tried to take advantage of each and every opportunity. I was very successful in getting a positive crowd reaction during my limited 1999 and 2000 appearances.

16.

I never trained with, or directly worked with Arn Anderson. I only recall exchanging a few words with him during the entire time I was at WCW.

17.

I was never difficult to work with. Even though I knew that Terry Taylor was discriminating against me, I agreed to do

anything that he wanted me to do, including stop doing my signature move of "walking the ropes."

18.

I was never in a tag team with Harold Hogue. Although Mr. Hogue had told me that he might become my tag team partner, I told him that we would have to wait to see because WCW had always lied to me before. I add that although Mr. Hogue came to the Power Plant about once a week, we did not specifically work together.

19.

Although I was not Mr. Hogue's tag team partner, I did participate with him at a Dark Match for a Thunder event. A dark match is one of the matches in front of the audience, but not aired "live" on Television. I was very successful in this match and perfectly executed my "walking the ropes."

20.

I also recall during this time, that Kevin Sullivan wanted to work with me more, and discussed making me a "heel."

21.

Sullivan also told me that Orndorff was very impressed with my working abilities, and he told me that Orndorff was in my corner. I also recall Paul Orndorff telling me that my "walking the ropes" was "exciting." He also told me that I should keep doing it, which I did. Orndorff even told me that it was okay if I fell because we would cover it up and it would provide the opponent with a good opportunity to get his limelight during the match.

22.

I had trained regularly at the Power Plant for many years. After my successful match with Harold Hogue, and after I realized I did not have a chance to get any more opportunities from WCW, I finally gave up.

23.

At no time, however, did I ever lose interest in becoming a successful wrestler at WCW. If WCW had scripted me for any

match, I would have done anything they would have suggested. I would have wrestled as the "babyface" or as the "heel," whatever they asked me to do. I only reluctantly gave up on WCW after seven years of training, and after suing them for discrimination, because they were retaliating against me for my complaints of discrimination.

24.

At all times I was ready to wrestle for WCW. Although I did tear my ACL, it never impeded my ability to wrestle for WCW. Also, many Caucasian wrestlers had torn their ACL, but were given opportunities nevertheless.

25.

At the time I had signed my last contract, I had mastered my finishing move of "Walking the ropes." I had developed all of the skills that I needed, and only needed additional work with the bookers and exposure on WCW events. I was never given the push that was provided other Caucasian wrestlers. Nevertheless, after I had signed my last contract, every time that I was given any chance to wrestle in an WCW event, I performed my maneuver of "walking the ropes" perfectly.

26.

As a general rule, the bookers and agents decided the storylines and dictated the outcomes of the matches and the manner in which the outcome would be achieved. While the wrestlers might have varying levels of input as to how the match was performed, the bookers always had the final say as to the result of the match.

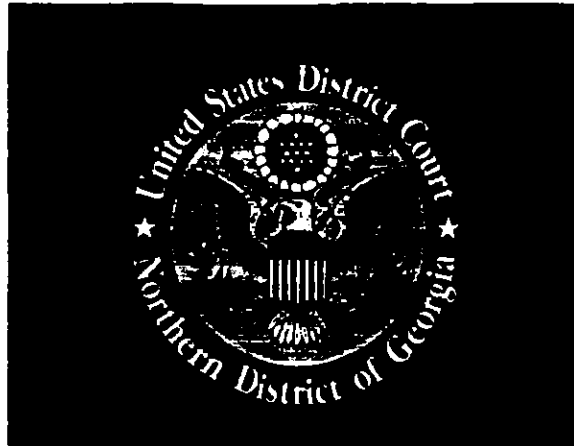
27.

During most of the period that I had a contract with WCW, Taylor was a booker. Also, for most of the time I had a contract from 1997 through the end of WCW, Taylor was considered the "top booker." Taylor never gave me constructive criticism, but often demanded I change my name, my gimmick and my character.

I declare under penalty of perjury that the foregoing is true and correct.

Bobby Walker  
Bobby Walker

1/17/2003  
Executed on (Date)



## EXHIBIT / ATTACHMENT

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**BOBBY HARDWORK WALKER**

BOBBY Walker  
Professional Wrestler

59 Gleneagles Dr.  
Fayetteville, GA.

Telephone 770-716-6830

**TO: ERIC BISHOFF**  
**SUB. Racial Discrimination**  
**FROM: Bobby Walker**

**MARCH 01,1998**

**DEAR SIR:**

In the past Terry Taylor has made statements to me and others how he felt about blacks. Since he has had the top booking job, I have had nothing but problems. Ever since I talked to Terry in Orlando Fl., about my future in WCW, the problem has gotten worse. I feel like I lost my job because of Terry Taylor deep dislike for Blacks. I have alwas tried to talk to you about any problems. I want to know from you why I lost my job? Please contact me at 770-716-6830. I look forward to hearing from you soon. Thanks in advance for your assistance in this matter.

Bobby Walker.

**CC: ERIC BISHOFF**



WCW 009452  
CONFIDENTIAL



## EXHIBIT / ATTACHMENT

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**BOBBY HARDWORK WALKER**

BOBBY Walker  
Professional Wrestler

59 Gleneagles Dr.  
Fayetteville, GA.

—  
Telephone 770-716-6830

**TO: DR. HAVEY SCHILLER**  
**SUB. Racial Discrimination**  
**FROM: Bobby Walker**

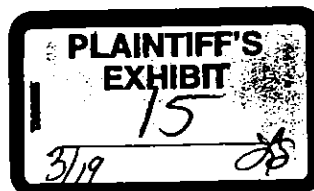
**MARCH 01,1998**

**DEAR SIR:**

I know that you are a very busy man. Could you Please arrange a meeting with me, to talk about this problem. In the past Terry Taylor has made statements to me and others how he felt about blacks. Since he has had the top booking job, I have had nothing but problems. Every since I talked to Terry in Orlando Fl., about my future in WCW, the problem has gotten wrost. I feel like I lost my job because of Terry Taylor deep dislike for Blacks. I want to know why I lost my job? Please contact me at 770-716-6830. I look forward to hearing from you soon. Thanks in advance for your assistance in this matter.

Bobby Walker.

**CC: DR. HAVEY SCHILLER**



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## EXHIBIT / ATTACHMENT

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DECLARATION OF JOHN SNAKOVSKY

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

John Snakovsky gives the following declaration under penalty of perjury and states as follows:

1.

I became a wrestler WCW in 1996. My wrestling name and professional name is Johnny Boone.

2.

In 1999, I became a referee. In my capacity as a wrestler, and then as a referee, I was in a position to personally observe many of the WCW officials, especially those who worked in the Booking Department.

3.

On numerous occasions, I heard Terry Taylor use offensive and negative words in describing minorities. I heard him call Sonny Onoo a "Jap" on several occasions. I also heard him refer to Sonny Onoo as a "Gook."

4.

I also heard Terry Taylor use the word "nigger" on many occasions. In fact, he constantly used that word when referring to African-American wrestlers.

5.

I heard Terry Taylor call Ernest Miller ("The Cat") a "nigger."

6.

I also heard Terry Taylor call Harrison Norris ("Hard Body") a "nigger."

7.

On one occasion, I heard Terry Taylor state that neither Bobby Walker nor Hard Body Norris would make it in the wrestling profession because they were "black."

8.

Based on my observations of Mr. Taylor, including his use of the words "nigger" and "gook" I believe

9.

For example, I recall that Terry Taylor often "pushed" a Caucasian wrestler by the name of Joey Mags. Upon information and belief, Mr. Mags had many personal problems. Joey Mags did not possess many skills and abilities as a wrestling performer. Nevertheless, I am personally aware that Terry Taylor "pushed" Joey Mags over Ernest Miller. Although Ernest Miller was a much better athlete, better wrestler, and better performer, Terry Taylor "pushed" Joey Mags over Ernest Miller.

10.

I also am aware that Terry Taylor pushed Joey Mags, but did not push Hard Body Norris or Bobby Walker.

11.

I personally observed Terry Taylor treat Sonny Onoo horribly. Terry Taylor always referred to Sonny in a negative and/or racist manner, and never provided Sonny with an opportunity fully use his talents.

12.

Sonny played a very unique role at WCW. Sonny was neither a wrestler nor a referee, but worked as a manager/entertainer. Sonny was extremely professional, very diligent, and always demonstrated a thorough understanding and knowledge of the wrestling industry.

13.

Based on my observations and experience, Sonny Onoo was a much better entertainer and/or manager than Sherry Martil. Similarly, he was much better than Tori Wilson. As to each of

these individuals, Sonny demonstrated much better role-playing and more professionalism. He also demonstrated a greater degree of wrestling expertise in his approach to wrestling events. Nevertheless, these non-Asian persons received more compensation.

14.

Sonny Onoo was also a better manager/entertainer than Colonel Parker. I believe that Sony was better at involving the crowd, and getting a crowd reaction to various staged events than was Colonel Parker. He also was more knowledgeable about wrestling, and was a much harder worker than Colonel Parker. Colonel Parker, a non-Asian, was paid more than Sonny Onoo.

15.

In addition to Terry Taylor, I heard many other WCW officials use racist and/or negative words such as "nigger." I cannot recall with certainty the identity of the other individuals, but I am confident that I heard these words from WCW officials in addition to Terry Taylor.

16.

In the summer of 2000, I was working as a referee. That night, the WCW held a World Championship wrestling match. The match was scheduled between Booker T and Jeff Jarrett. Based on my recollection, Booker T was not "pencilled in" to win the fight. As those of us in the industry know, a particular wrestler is scripted to prevail in a fight. I believe that Jeff Jarrett was scripted to win the world championship over Booker T on that particular date.

17.

Prior to actual wrestling match, I heard Vince Russo and Terry Taylor discussing a lawsuit filed by Hard Body Norris and Bobby Walker. I believe I also heard them refer to a wrestler named Ice Train during this conversation. All of these individuals are African-American.

18.

During the conversation, I heard Terry Taylor and Vince Russo state that these African-American wrestlers had sued WCW

for racial discrimination. I recall Taylor saying, in reference to Hard Body Norris, "that nigger Hard Body is no good."

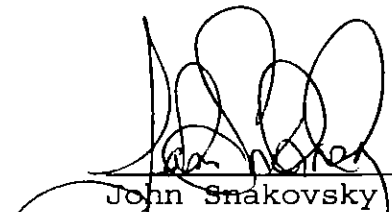
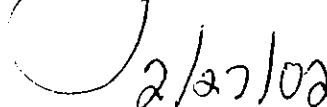
19.

During the same conversation, I heard Vince Russo and Terry Taylor state that they would have to do something about the racial allegations against WCW.

20.

Each of them indicated that they would have to do something to deflect racial allegations brought against WCW. During the conversation, they made it clear that they were going to make an African-American the champion in order to make it appear that they were not discriminating against African-Americans. During that conversation, they decided that they would make Booker T the WCW champion. Terry Taylor indicated that by making Booker T, an African-American, the champion, it would "get them off of our backs." In sum, they made it clear that they were concerned about racial allegations brought by Bobby Walker, Hard Body Norris, and other African-American wrestlers. In order to make themselves appear not to be racist, they scripted Booker T, an African-American, to become the WCW champion in response to the lawsuit alleging racial discrimination.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
John Snakovsky  
  
\_\_\_\_\_  
Executed on (Date)





## EXHIBIT / ATTACHMENT

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AFFIDAVIT OF MOSES WILLIAMS

STATE OF GEORGIA  
COUNTY OF FULTON

Personally appeared before the undersigned officer, duly authorized to administer oaths, Moses Williams, who, upon having been first duly sworn, deposed on oath and states:

1.

I worked for World Championship Wrestling ("WCW") in various capacities. I was initially hired as a stage carpenter in October, 1991, and worked as a stage coordinator when my employment was severed by WCW in March, 2001.

2.

In addition to the work that I did at WCW, I have extensive experience in stage production, and have worked on many large events. Among other clients, I have worked with entertainment groups such as the Rolling Stones and Michael Jackson. I was also involved in Farm Aid.

3.

Throughout the approximate nine and one-half years of working with WCW, I was always a very loyal and dedicated employee. I was extremely courteous to all personnel, and treated everyone with respect. I was also very respectful of managers and officials at WCW.

4.

Even though I was always very dedicated to WCW, I observed many actions that demonstrated a racial or ethnic bias against anybody who was not a Caucasian. I myself, am African-American. Although some of the WCW officials were more overt about their racial biases than others, I believe that there were many actions and decisions that were made based on a racial or ethnic bias.

*M. Williams*

5.

Over the years, I observed certain WCW officials make statements and take actions in order to protect the "good old boy" establishment. Unfortunately, the "good old boy" establishment was exclusively Caucasian. Also, in my experience, the favoritism and better treatment given to Caucasians over minorities was pervasive throughout WCW.

6.

During nine and a half years at WCW, WCW never had an African-American work in Security in any capacity. I even recommended some qualified persons for Security, but they were not hired. The decision-maker, Mr. Doug Dillinger, expressly stated that there would not be a black "security" person at WCW. True to his word, there never was an African-American hired to work in Security. As I indicate further in this affidavit, Mr. Dillinger made other statements showing his racial bias.

7.

Similarly, there was never an African-American hired to work in Lighting at WCW. The decision-maker was Frank Santoro. Mr. Santoro overlooked many qualified African-Americans. I personally recommended several qualified African-Americans directly to Mr. Santoro, but he did not hire an African-American person for Lighting.

8.

Similarly, Mr. Santoro was also responsible for hiring truck drivers for the WCW tractor-trailers. In the years I was with WCW, I only recall one African-American truck driver (female). She was involved in a minor incident, whereby she collided with a painted post (or similar fixture) and did a little damage to the truck. The truck had been leased, and I myself inspected the truck. I did not see any significant damage to the truck. The woman was crying as she told me that Frank Santoro fired her for the accident. I did not feel this was fair because I was aware of at least two Caucasian drivers who were involved in much more serious accidents, but were not fired. One Caucasian driver was involved an accident in Nashville, Tennessee, whereby he took out a whole street light and the pole it was on. There was damage to side of truck, and the pole was destroyed. The police even came and took a report.



As to the other Caucasian driver, in Indiana, the driver lost control of the truck and it effectively destroyed the truck and the trailer. But this Caucasian driver was not fired.

9.

WCW also never hired an African-American to work in Audio. Al Smith was the decision-maker for Audio. I submitted many highly qualified African-Americans for his consideration, but he never hired an African-American for Audio.

10.

The Production Manager was William Byrd. As Production Manager, Mr. Byrd was ultimately responsible for Staging, Lighting, Audio, and Trucking. He was the supervisor of Mr. Smith and Mr. Santoro. I am aware that Mr. Byrd often asked if a prospective employee was Jewish. If a prospective employee was Jewish, Mr. Byrd said to hire the individual. I felt that this bias was unfair because many minorities were not Jewish. I also recall a statement Mr. Byrd made about the child of another WCW employee, Steve Small, who married an African-American woman. Mr. Byrd stated, "Steve's kids will have problems in life because they are half black."

11.

Vince Russo often made statements demonstrating that he preferred Caucasian persons, especially Caucasian males, over other persons for WCW management and control. I heard Vince Russo often refer to people as "blacks," "Japs," "spics" or "wetbacks."

12.

I heard Vince Russo make statements suggesting that "whites" were in control at WCW. For example, I heard him say, "whites rule wrestling." I also heard him say that it was a white man's sport and that "is why we don't have many black wrestlers." I also heard him say I am running things the way that I want and we are going to have a "white champion" because that's the way I want it. Vince Russo made it clear that he did not want oriental persons, African-Americans, or Hispanics succeeding at WCW, much less gaining any position of management or control.

A handwritten signature in black ink, appearing to be 'A.H.' or similar, with a long, sweeping line extending upwards and to the right.

13.

Similarly, I heard Terry Taylor make statements demonstrating his racial and ethnic bias against persons who were not Caucasian. Although he was somewhat careful around me, I have heard from other persons that he routinely used words such as "nigger." I did, however, hear Terry Taylor express his desire to promote Caucasian wrestlers. For example, I witnessed Mr. Taylor overtly "push" Caucasian wrestlers, but not "push" African-Americans.

14.

I also heard Terry Taylor make statements about his opinions of African-American fans. I heard him say, "blacks don't buy wrestling tickets."

15.

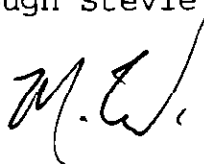
In my experience, WCW officials such as Taylor and Russo treated Caucasians better than African-Americans, Hispanics, and Asian-Americans. Based on my observation, non-Caucasians received a "B" treatment. I use the term "B" treatment to indicate that minorities were not treated as favorably as Caucasians.

16.

I have personally observed WCW, through its employees and managers, treat minority wrestlers differently than Caucasian wrestlers. For example, on numerous occasions, I observed WCW officials "push" a Caucasian wrestler over a non-Caucasian wrestler. In wrestling terms, a wrestler is "pushed" when that wrestler is provided television exposure and/or is scripted to prevail in a particular match. As it is well known in the industry, the WCW officials would write scripts as to which wrestler would prevail. On numerous occasions, I believe that the Caucasian wrestler was unnecessarily scripted to prevail over the African-American wrestler.

17.

For example, I recall a wrestling match between a wrestler named Stevie Ray (African-American), who was one of two members of the very successful Harlem Heat duo. On that particular match, the Caucasian wrestler, David Flair, was scripted to prevail over Stevie Ray. Although Stevie Ray had been extremely



successful in his participation with the Harlem Heat duo, and although Stevie Ray was considered by myself and others a much better athlete and performer than David Flair, David Flair was scripted to prevail over Stevie Ray, nonetheless. It is my belief that this decision is one of the many times that wrestling victories were scripted based on a racial bias.

18.

Similarly, David Flair was routinely scripted to prevail over Ice Train (African-American) even though Ice Train was a very strong and solidly built wrestler who was much bigger than David Flair. And on the one occasion when David was not scripted to prevail, Ice Train effectively destroyed (and even injured) David Flair.

19.

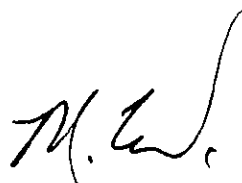
I also observed the treatment of an African-American wrestler named "Hard Body" Norris. I was told Hard Body was referred to as a "dumb nigger." I note that Hard Body was never given any meaningful chance, and was never pushed. Hard Body was really badly treated. A fan indicated that it seemed puzzling that Hard Body was getting beaten so easily at WCW even though he was winning the "Tough Man" Competition. Another "Tough Man" competitor, Tank Abbott (Caucasian) was pushed very hard, and had great exposure.

20.

I recall another interesting event when a wrestler by the name of Booker T was scheduled to wrestle Scott Steiner. I believe this was in the summer of 2000, and was a very big WCW event. Because it was a big event, I was very involved in the stage production for that particular fight.

21.

I specifically recall everybody talking about the match, and everyone stated that Scott Steiner (Caucasian) had been scripted to win that match over Booker T (African-American). Indeed, even during some of the stage preparations, it was a known fact that Scott Steiner would be the world champion for WCW by the end of the night.



22.

Even though Scott Steiner had been designated the world champion, I was informed before the match that there had been a change. I was informed that Booker T would become the champion instead of Scott Steiner. During my production work, I had my headsets on and I heard various conversations. During these conversations, I heard Vince Russo and Terry Taylor calling the shots. These two individuals made it known to the WCW workers that Booker T would be the champion that night, and not Scott Steiner.

23.

I was extremely surprised and taken back. In my experience, I had never witnessed a change of the designated winner so close before the match. Myself and many people all wondered what the reason was for the abrupt change in the scripted winner. We thought it was quite unusual, if not bizarre, to change the designated world champion on the day of the match. Even after the show, people were shocked at the abrupt change.

24.

I heard several WCW employees state that the reason for the abrupt change was a response to the racial allegations raised by wrestlers against WCW. These employees, recognizing that Booker T. was African-American, concluded that WCW officials such as Russo and Taylor made this move to conceal their racially discriminatory practices and to provide a defense to the lawsuits involving racial discrimination.

25.

Although I witnessed many discriminatory acts and statements, I did not personally raise any formal complaints. I am aware that another African-American, Pez Whatley, did vocalize his opposition to racially discriminatory practices that he perceived. I believe that Pez Whatley suffered retaliation for raising his concerns of racial issues and discrimination. For example, Pez Whatley was no longer pushed, was no longer involved in training as he had done before, and was essentially removed from wrestling and demoted to menial labor such as setting up the ring.



26.

In addition to discrimination against African-American wrestlers, I also believe that WCW has favored Caucasian wrestlers over Asian-American and Hispanic wrestlers. I recall a particular group of Asian-American wrestlers known as the Young Dragons. Although I felt that they had much to contribute to the wrestling entertainment, these individuals were never "pushed" or given any meaningful exposure. I recall one match whereby the fans were overwhelmingly in favor of the Young Dragons over Three Count (all of whom were Caucasian). Nevertheless, the Young Dragons were not pushed after this event, but WCW did continue to push Three Count.

27.

As to another individual Sonny Onoo, I believe that he was treated differently because he was not part of the "good old boys" network as I described earlier. Sonny, an Asian-American, was never accepted and brought into the inner circle even though he was extremely knowledgeable about the wrestling industry, and was a very capable and hard working person.

28.

As to Sonny Onoo, I am now aware that Sonny Onoo was not a full time employee of WCW. This surprises me because Sonny had an office, was listed on the extension list of WCW personnel, and contributed greatly to WCW. In addition to serving in numerous capacities such as agent, entertainer, coordinator of talent, Sonny also translated for Hispanic and Asian wrestlers.

29.

Jimmy Hart's work was very similar to the work done by Sonny Onoo. Similar to Sonny, he was responsible for recruiting and developing talent. Although Jimmy didn't work as a translator, they essentially performed similar work. Although I am not taking anything away from Jimmy Hart, I believe that Sonny was just as qualified (or even more so given his language skills) as Jimmy Hart.

30.

As to Asian-Americans, I also recall seeing a "Chinese menu," on the bulletin board at WCW. This "Chinese menu" portrayed Chinese in a very negative manner. This is one





example of the atmosphere at WCW, which tolerated and perpetuated racial stereotypes and racial prejudices.

31.

As for me, I also believe that I was personally treated differently because of my race when WCW hired Caucasians, and paid them more compensation than I was receiving.

32.

As I indicated earlier, I have much experience in stage production and am capable of performing every aspect of preparing a stage event. At one point, I was working as the prop master, carpenter, stage manager, and performing any and all other work for WCW. Although I felt that I was being overworked, and spread too thin, I did not complain and did what was asked of me.

33.

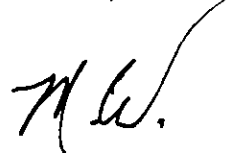
I did become quite upset, however, when WCW hired Caucasians to perform my tasks, but paid them even more than I was making. For example, WCW hired Trevor George, Art Shipley, and Scott Stevens (all of whom are Caucasian) to work on the props. I believe that WCW paid each of these Caucasian individuals more than what I was making even though they were only doing one part of the job that I had done, and even though they did not have nearly the extensive experience in stage management and production. Similarly, WCW hired Ellis Edwards to do the stunts and the props, and also paid him more than I was making. Again, I was much more qualified for the type of work than Mr. Edwards, but I believe WCW paid him more than I was paid.

34.

I believe that the manner in which WCW handled this situation, and paid the Caucasian workers more money than I was making was racially biased.

35.

As I indicated earlier, I did not confront the WCW officials with my complaints about discrimination. I heard from several individuals that I was known as the "good nigger." I was basically told that because I did not make any waves, called



the Caucasian officials "Sir" and "Mr.," and because I did everything that I was told, that I was considered "a good nigger."

36.

In addition to the racial discrimination against WCW wrestlers and employees, I also believe that WCW officials discriminated against wrestling fans based on race.

37.

I previously addressed Doug Dillinger. I also add that, on numerous occasions, I observed Doug Dillinger, the chief of security, provide promotional gifts and souvenirs to Caucasian children, but did not treat African-American children the same.

38.

I was offended by Mr. Dillinger's flagrant favoritism towards Caucasian kids. I made my best effort to treat all of the children the same, regardless of their race (although I did go out of my way to take care of any children with apparent handicaps). As to Mr. Dillinger, I recall, during the O.J. Simpson trial stating that "yes I used the "N word," and I will use it again." He then stated that it would not effect the way he would act in the work place, but I believe that his actions speak louder than his words.

39.

I recall Terry Taylor stating that they did not need to "worry about spies or brothers; they just need to get to the back of the line." I believe that he was referring to African-Americans, and any person who would raise complaints about the treatment of African-Americans. He was indicating that they would be put at the back of other persons seeking advancement at WCW.

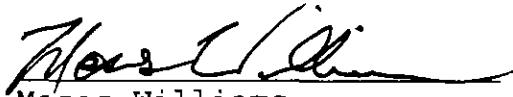
A handwritten signature in black ink, appearing to be "M. G." with a stylized flourish extending upwards and to the right.

40.


As to Terry Taylor, I was told by another person that when WCW signed Hulk Hogan, that Terry Taylor stated that WCW was bringing in Hogan, and he didn't want any blacks on the show to take away from Hogan coming back into the limelight. From my understanding, Taylor didn't want any black wrestlers to take away from his intended effect in bringing in Hogan.

I have read the above. It is true and correct.

FURTHER THE AFFIANT SAYETH NOT.

  
Moses Williams

Sworn to and Subscribed  
Before me this 18<sup>th</sup> day of  
February, 2002.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 17, 2002



## EXHIBIT / ATTACHMENT

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THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

CLERK'S OFFICE  
**COPY**  
JAN - 6 2003

Davis v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1716-CC;  
Saengsiphon v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1719-CC;  
Speight v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1718-CC;  
Worthen v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1717-CC;  
Reeves v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1720-CC;  
Easterling v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1715-CC  
Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0368-CC  
Norris v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0369-CC  
Walker v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0367-CC; Patterson v. World Championship Wrestling, Inc., Turner Sports, Inc., Turner Entertainment Group, Inc. Civ. File No. Civ. File No. 1:01-CV-1152-CC

CLERK  
Deputy Clerk

SUPPLEMENTAL EXPERT REPORT FOR PLAINTIFFS  
TESTIMONY OF DR. DAVID W. RASMUSSEN

This supplemental report uses more recent evidence on the number of African-Americans attending wrestling tryouts sponsored by WCW. Additional testimony confirms the results reported in my initial report, i.e., that the average estimate of the availability of African-Americans for employment as wrestlers is about 25 percent. This report also uses more complete data on the racial identification of wrestlers training at the Power Plant and those actually employed as wrestlers. The substantive conclusions reported in the original report are

not only confirmed, but the statistical evidence that African-Americans are under-represented as wrestlers is in fact stronger than previously reported.

The availability of African-Americans, the benchmark by which African-American representation is to be evaluated, was based on the personal impressions of five individuals familiar with try-outs held at the Power Plant. I have now received data on the impressions of three more persons whose estimates of African-American availability are included in this report.

The methodology used here is identical to that of the initial report. Seven individuals who have testified as to their impressions of the representation of African-Americans among persons at the try-outs are recorded in Table 1.<sup>1</sup> As is clear in the Table, four of these individuals provide an estimated range and three provide a specific figure. Estimates of the percent African-American range from 10 to 40 percent. Column 1 counts each estimate as an independent observation, so Hamilton, Norris, Snakovsky, and Walker, in effect, get two votes. The mean of these eleven estimates is 26.0 percent

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<sup>1</sup> This information is given in depositions or by declaration, the date of which is following the person's name: D.E. Bruce (November 21, 2002); Joseph N. Hamilton (March 22, 2002); H. Norris (December 13, 2002); Brenda F. Smith (April 30, 2002); John Paul Snakovsky (May 30, 2002); B. Walker (November 7, 2002); and Moses Williams (May 28, 2002). Tony Byron Carr provided his impressions of African-American participation in a deposition (January 28, 2002) and his estimates were included in my original report. His estimates varied widely (from a low of 10 percent to approximately 40 percent), but upon further inspection it is not clear whether these estimates pertain to wrestling tryouts or training at the Power Plant. Given the uncertainty of his testimony, his estimates are not included in this summary report. However, including this estimate has virtually no effect on the benchmarks reported in Table 1 below.

TABLE 1

ESTIMATES OF AFRICAN-AMERICAN REPRESENTATION AT  
POWER PLANT TRYOUTS

<u>SOURCE</u>	<u>PERCENT AFRICAN AMERICAN</u>	
	<u>ESTIMATES</u>	<u>AVERAGE</u>
D. E. Bruce	33	33
J. N. Hamilton		12.5
Low	10	
High	15	
H. Norris		35
Low	30	
High	40	
J. Snakovsky		35
Low	30	
High	40	
B. F. Smith	12	12
B. Walker		18
Low	16	
High	20	
M. Williams	40	40
Mean	26	26.5
Median	30	33
Mode	40	35

African-American, the median (the mid-point of the range of estimates) is 30 percent, and the mode (the most frequent estimate) is 40 percent.

As noted in the original report, one could reasonably object to counting any individual's estimate twice, so column two provides the mid-point of the ranges provided by Hamilton, Norris, Snakovsky, and Walker. The resulting mean is 26.5

percent African-American, the median is 33 percent, and the mode is 35 percent.<sup>2</sup>

Another source of information about the availability of African-Americans as wrestlers was provided in a list that identifies the race of 82 individuals who were trainees at the Power Plant over the 1996-2000 period. I have been informed that the most complete list of such persons, identified by whether they are African-American, is in the Declaration of Harrison Norris (dated December 13, 2002). Of 82 persons being trained at the Power Plant, 14 (17.1 percent) are identified as being African-American.

Five benchmarks are used in the following statistical analysis. The lowest is the 17.1 percent that represents the actual known African-American participation in the Power Plant. The others are from Table 1: the mean, median, and mode of column one (26, 30 and 40 percent respectively) and the mode of column 2 (35 percent).

As in the initial report, Tables 2 and 3 report the results of the statistical analysis of African-American representation among wrestlers during the 1996-2000 period. First consider Table 2. The first column shows the number of contract wrestlers reported in the Declaration of H. Norris. Column two shows the

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<sup>2</sup> Recall that even if collectively these approximations of applicant flow give an accurate picture of African-American representation at the Power Plant, this estimate of interest among qualified African-Americans could be biased downward due to the chilling effect that was described in the initial report.



various benchmarks, the percent African-American expected among these wrestlers. Column three shows the number of African-American wrestlers expected given the benchmark (column 1 times column 2); column 4 shows the actual number of African-Americans identified in the declaration of Harrison Norris, and column five reports the difference between the actual and expected numbers of African-Americans. The last column shows the number of standard deviations. Recall that the prevailing standard is that a difference of two or more standard deviations is statistically significant.

The first benchmark, African-American representation among trainees at the Power Plant, is 17.1 percent. WCW hired 227 persons during 1996-2000, and had they hired African-Americans at a rate of 17.1 percent the expected number of African-American hires would be 38.8. Instead, only 17 were hired; -5.26 standard deviations from the expected number of 38.8. This is statistically significant.

Subsequent benchmarks, as noted above, come from Table 1. The number of standard deviations range from -6.36 to -10.0, far beyond the standard of -2.00 standard that indicates that chance accounts for the under-representation of African-Americans at WCW. When the shortfall of African-American wrestlers is more than -6.00 standard deviations, as in row two of Table 2, this result is expected by chance in less than 1 chance out of

100,000.<sup>3</sup> The subsequent comparisons are even less likely to occur from an equal opportunity employer if the benchmarks reflect African-American availability and interest in a wrestling career.

TABLE 2

STANDARD DEVIATION ANALYSIS OF AFRICAN-AMERICAN  
REPRESENTATION AMONG WRESTLERS (1996-2000)

## A. EXCLUDING DISPUTED WRESTLERS

<u>NUMBER OF WRESTLERS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
227	17.1	38.8	17	-21.8	-3.85
227	26.0	59.0	17	-42.0	-6.36
227	30.0	68.1	17	-51.1	-7.40
227	35.0	79.5	17	-62.5	-8.69
227	40.0	90.8	17	-73.8	-10.00

## B. INCLUDING DISPUTED WRESTLERS

<u>NUMBER OF WRESTLERS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
231	17.1	39.5	20	-19.5	-3.41
231	26.0	60.1	20	-40.1	-6.01
231	30.0	69.3	20	-49.3	-7.08
231	35.0	80.9	20	-60.9	-8.39
231	40.0	92.4	20	-72.4	-9.72

Panel B of Table 2 is identical to Panel A except that the four disputed wrestlers are included in the analysis. Three of the disputed persons are African-American, so the total number of wrestlers rises to 231 and the actual number of African-Americans hired rises to 20. The results do not change: the number of standard deviations range from -3.41 to -9.72, once

<sup>3</sup>In Table 2 of the original report there was a typographical error in row two of Panel A. When the benchmark is 23.5 in that table, the number of standard deviations is -5.71, not -7.71 as originally reported.

again indicating statistically significant under-representation of African-Americans. The number of African-American wrestlers will be 3.41 standard deviations below the expected number by chance alone about one time in 1,000. Recall that -6.00 standard deviations will occur less than one chance in 100,000 cases.

As noted in the initial report, the analysis in Table 2 is flawed in that it considers the number of persons in Exhibit A but does not account for the actual frequency of employment. As an illustration, suppose an employer hired two persons, a Caucasian and an African-American, over a 10-year period. Using the method employed in Table 2, African-American representation would be 50 percent. But suppose that the Caucasian worked in each of the 10 years and the African-American worked in only one. By looking at African-American representation by salary years a very different picture emerges: instead of 50 percent, African-American representation is only 1 out of 11, or 9.1 percent.

Table 3 investigates African-American representation among WCW wrestlers using salary years as the unit of observations. Based on data used in the original report and the Norris Declaration, there are 680 cells in which a person is reported to have received a salary. Of these cells, 51 (7.5 percent)

represent salaries earned by African-Americans.<sup>4</sup> The benchmarks that measure African-American availability are identical to those in Table 2. When the benchmark is 17.1 percent, the lowest in the table, the shortfall of African-American wrestlers is -6.65 standard deviations from the expected number. As in Table 2, the number of standard deviations rises with the benchmark: when the benchmark is 40 percent, the shortfall is -17.30 standard deviations. There is less than one chance in a million that this result could happen by chance alone.

TABLE 3

STANDARD DEVIATION ANALYSIS OF AFRICAN-AMERICAN  
AMONG WRESTLERS BY SALARY YEARS (1996-2000)

EXCLUDING DISPUTED WRESTLERS					
<u>NUMBER OF SALARY YEARS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
680	17.1	116.3	51	- 65.3	-6.65
680	26.0	176.8	51	-125.8	-11.00
680	30.0	204.0	51	-153.0	-12.80
680	35.0	238.0	51	-187.0	-15.03
680	40.0	272.0	51	-221.0	-17.30

This analysis strongly suggests that African-Americans are significantly under-represented among wrestlers at WCW. Even when African-American representation at the Power Plant is used as the benchmark, African Americans are significantly under-represented. Even the highest benchmark in Tables 2 and 3 may under estimate the true availability of qualified African-

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<sup>4</sup> In the original report there were 681 total salary years, 51 of which were African-American.

Americans, as noted in the previous report, since it is possible that if WCW was a truly equal opportunity employer it would confront an applicant pool of interested and qualified persons that mirrored that of professional basketball or professional football.



Dr. David W. Rasmussen

Plaintiffs specifically reserve the right to supplement this disclosure in any manner permitted under the Federal Rules of Civil Procedure, the Local Rules of this Court or any other applicable law.

This 3rd day of January, 2003.



Cary Ichter  
Georgia Bar No. 382515  
Charles J. Gernazian  
Georgia Bar No. 291703  
Michelle M. Rothenberg-Williams  
Georgia Bar No. 615680

**MEADOWS, ICHTER & BOWERS, P.C.**  
Eight Piedmont Center, Suite 300  
3525 Piedmont Road  
Atlanta, GA 30305  
Telephone: (404) 261-6020  
Telecopy: (404) 261-3656

**CERTIFICATE OF SERVICE**

This is to certify that I have this date served  
opposing counsel to this action with the foregoing  
**Supplemental Expert Report for Plaintiffs' Testimony of**  
**David W. Rasmussen** via hand delivery, addressed as follows:

John J. Dalton  
James Lamberth  
Eric Richardson  
Evan Pontz  
Troutman Sanders LLP  
Suite 5200, Bank of America Plaza  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308-22165

This 6<sup>th</sup> day of January, 2003.



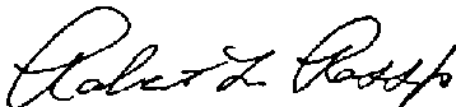
Michelle M. Rothenberg-Williams  
Georgia Bar No. 615680



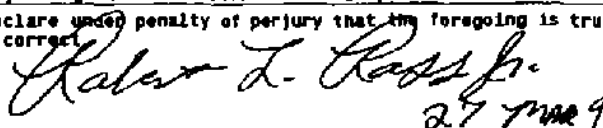
## EXHIBIT / ATTACHMENT

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<b>CHARGE OF DISCRIMINATION</b>		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER <b>110920735</b>
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.			
State or local Agency, if any		and EEOC	
NAME (Indicate Mr., Ms., Mrs.) <b>Mr. Robert L. Ross, Jr.</b>		HOME TELEPHONE (Include Area Code) <b>(404) 974-8145</b>	
STREET ADDRESS <b>6309 PICKETTS WAY, ACWORTH, GA 30101</b>		CITY, STATE AND ZIP CODE <b>DATE OF BIRTH</b> <b>07/15/59</b>	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME <b>WCW WORLD CHAMPIONSHIP WRESTLING</b>		NUMBER OF EMPLOYEES, MEMBERS <b>Cat A (15-100)</b>	
STREET ADDRESS <b>1 CNN CENTER, ATLANTA, GA 30303</b>		CITY, STATE AND ZIP CODE <b>TELEPHONE (Include Area Code)</b> <b>(404) 827-2066</b>	
NAME		COUNTY <b>121</b>	
STREET ADDRESS		CITY, STATE AND ZIP CODE	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE EARLIEST (ADEA/EPA) LATEST (ALL)	
<input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		<b>/ / 07/14/91</b> <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):			
<p>I. On 7-14-91 I was discharged from my position as a professional wrestler. I had been employed since 1-15-91.</p> <p>II. Mr. Jim Heard, executive vice-president, Dusty Rhodes, booker and T. A. Magnum, assistant booker, stated that my contract was not being renewed because of budgetary reasons.</p> <p>III. I believe that I have been discriminated against because of my race/black in violation of Title VII of the Civil Rights Act of 1964, as amended.</p> <p style="margin-left: 100px;">"This perfects my original correspondence that was timely filed with the Commission on 01-10-92."</p>			
<input type="checkbox"/> I also want this charge filed with the EEOC. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the foregoing is true and correct.		NOTARY - (When necessary for State and Local Requirements) I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
Date <b>2/14/92</b> Charging Party (Signature) 		SIGNATURE OF COMPLAINANT  SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)	



<b>CHARGE OF DISCRIMINATION</b>		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER <b>110920735 AMENDED</b>
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.			
State or local Agency, if any		and EEOC	
NAME (Indicate Mr., Ms., Mrs.) <b>Mr. Robert L. Ross</b>		HOME TELEPHONE (Include Area Code) <b>(404) 974-8145</b>	
STREET ADDRESS <b>6309 PICKETT WAY, ACWORTH, GA 30101</b>		DATE OF BIRTH <b>07/15/59</b>	
CITY, STATE AND ZIP CODE			
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME <b>WCW WORLD CHAMPIONSHIP WRESTLING</b>		TELEPHONE (Include Area Code) <b>(404) 827-2066</b>	
STREET ADDRESS <b>1 CNN CTR., STE. 1280, SOUTH TOWER, ATLANTA, GA 30303</b>		COUNTY <b>121</b>	
CITY, STATE AND ZIP CODE		TELEPHONE NUMBER (Include Area Code)	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE	
<input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		EARLIEST (ADEA/EPA)    LATEST (ALL) <b>07/14/91    07/14/91</b> <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):			
(AMENDED CHARGE)			
<p>I. On 7-14-91 I was discharged from my position as a professional wrestler. I had been employed since 1-15-91. During my tenure I was paid less wages than similarly situated White wrestlers.</p> <p>II. Mr. Jim Heard, executive vice-president, Dusty Rhodes, booker and T. A. Magnum, assistant booker, stated that my contract was not being renewed because of budgetary reasons. When I inquired about the difference in wages, Jim Heard told me that I should just be glad that I had a job.</p> <p>III. I believe that I have been discriminated against because of my race/Black in violation of Title VII of the Civil Rights Act of 1964, as amended.</p>			
<div style="float: left; transform: rotate(-90deg); transform-origin: left top; white-space: nowrap;">             RECEIVED - EEOC              MAR 21 AM 12:12           </div> <div style="float: right; text-align: right;">             "This perfects my original correspondence that was timely with the Commission on 01-10-92."           </div> <div style="clear: both;"></div>			
<input type="checkbox"/> I also sent this charge filed with the EEOC. I will advise the Agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the foregoing is true and correct. <div style="text-align: center;">   <b>27 MAR 92</b> </div>		NOTARY - (When necessary for State and Local Requirements) I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)	
Date		Charging Party (Signature)	

## EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Mr. Jack Petrik, General Mgr.

CEO

WCW World Championship  
Wrestling  
1 CNN Center  
Atlanta, GA. 30303

## FILING CHARGE

THIS PERSON (Check One)

CLAIMS TO BE AGGRIEVED

IS FILING ON BEHALF OF OTHER PERSON(S)

DATE OF ALLEGED VIOLATION

7-14-91

PLACE OF ALLEGED VIOLATION

Atlanta

CHARGE NUMBER

110920735

## NOTICE OF CHARGE OF DISCRIMINATION

(See reverse side of this notice for additional information)

You are hereby notified that a charge of employment discrimination has been filed against your organization under:

- ☒ Title VII of the Civil Rights Act of 1964.
- ☐ The Age Discrimination in Employment Act of 1967.
- ☐ An Equal Pay Act (29 USC, §206(d)) investigation will be conducted concurrently with our investigation of this charge.

The boxes checked below apply to your organization:

1. ☒ No action is required on your part at this time.
2. ☐ Please submit by \_\_\_\_\_ a statement of your position with respect to the allegation(s) contained in this charge, with copies of any supporting documentation. This material will be made a part of the file and will be considered at the time that we investigate this charge. Your prompt response to this request will make it easier to conduct and conclude our investigation of this charge.
3. ☐ Please respond fully by \_\_\_\_\_ to the attached request for information which pertains to the allegations contained in this charge. Such information will be made a part of the file and will be considered by the Commission during the course of its investigation of the charge.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

Ms. Carolyn Daniel Supervisor

(Commission Representative)

(404) 331 0632

(Telephone Number)

☐ Enclosure: Copy of Charge

## BASIS OF DISCRIMINATION

☒ RACE    ☐ COLOR    ☐ SEX    ☐ RETALIATION    ☐ AGE    ☐ RELIGION    ☐ NATIONAL ORIGIN

## CIRCUMSTANCES OF ALLEGED VIOLATION:

DATE

1-17-92

TYPED NAME/TITLE OF AUTHORIZED EEOC OFFICIAL

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INTERVIEW OF OLIE ANDERSON

AUG 12 1992

This is the interview of Olie Anderson taken at the law offices of Bentley & Bentley by Randall Bentley and Ronald J. Freeman at 9:55 a.m. on January 23, 1992.

Q: For the record, could you please state your full name.

A: Olie Anderson.

Q: Could you please give your name that you were given at birth.

A: Allen Robert Rogalsky.

Q: What are you commonly known as in the Atlanta area?

A: Olie Anderson.

Q: Can you please give us your business address and your residential address.

A: The residential address is 1660 Rock Springs Lane, Woodstock, Georgia.

Q: Zip code?

A: 30188

Q: And your residential address?

A: That is the residential address.

Q: For the record, could you please tell us a little bit about your educational background?

A: High school, four years of college, no degree.

Q: Where did you attend high school? City and State.

A: St. Paul, Minnesota.

Q: And where did you attend college?

A: University of Colorado, University of Minnesota and St. Cloud State University.

Q: After you left college, what did you do then?

A: Served in the Army.

Q: How many years were you in the Army?

A: Two years, nine months, 1 day.

Q: Were you recruited for the Army or did you volunteer?

A: Drafted and then volunteered, September, 1964.

Q: Did you serve during any war time?

A: During Viet Nam. Viet Nam started then.

Q: Did you in fact serve in Viet Nam?

A: No, I did not. I was in Germany.

Q: What is the highest rank that you attained while in the service?

A: E-4.

Q: What branch of the service were you in?

A: Army.

Q: Which level was it, infantry, quartermaster?

A: I was a clerk personnel specialist.

Q: Now upon leaving the Army, what did you do?

A: I went into professional wrestling.

Q: How did you first become involved with professional wrestling?

A: I was approached by a couple of people involved in professional wrestling in Chicago, where I was later stationed while I was still serving in the Army and was told that they would consider making an offer for me to get into professional wrestling. One was Vern Gagne, the other was Dick the Bruiser.

Q: Did you eventually become involved in professional wrestling?

A: In September of 1967 I started professional wrestling in Minneapolis.

Q: Now, kind of chronologically walk us through your history of professional wrestling up in Minneapolis up until the time you arrived in Atlanta, Georgia.

A: I wrestled in Minneapolis for approximately 6 months. In April of 1968 I went to Canada for a very short time. In

June of 1968 I went to North Carolina - my first NWA. NWA at that time was recognized as being the largest sanctioned body of wrestling. I wrestled in North Carolina until September of 1970. I was injured and was out of wrestling for approximately a year. I came back into wrestling in the summer of 1971 by wrestling for the NWA again in Florida. I stayed there until January of 1972 and was asked to come back to the Carolinas. I stayed in the Carolinas until 1974. I went to Florida and then came back to...or went to Georgia in about April of 1974. I wrestled again off and on in Georgia and Florida, or Georgia and Carolina I should say, and then came to the Carolinas...I mean Georgia, in 1976 in September or October of that year as a wrestler and for the first time in a management position as a booker and stayed like that through December of 1979. I got out of wrestling for approximately 5 or 6 months and was asked to come back in the manager and wrestling capacity in May of 1980, again in Georgia, and then became a booker in the Carolinas in 1981.....I think around March of 1981....and a few months after that became the booker for both Georgia and Carolina until approximately June of 1982, when I became the booker of Georgia exclusively until 1985, when I sold out my position in wrestling and essentially retired.

Q: Since being the exclusive booker here in Georgia in 1985, have you maintained any other managerial or wrestling positions with the WCW or the NWA?

A: In 1989 I was hired by WCW at that time to be a road agent and later in 1990....May of 1990.....I was asked to be placed in the position of being the booker until November of 1990.

Q: Now while at the times when you were in a booker or manager position with the NWA or the WCW, were there any other black managers employed with the NWA or the WCW?

A: No. By managers again, you mean by administrative?

Q: Administrative.

A: No.

Q: Throughout your entire tenure here in Georgia....or throughout your entire tenure with the NWA, have you ever known them to employ a black booker?

A:

Q: You were telling me about Ernie Ladd, can you give me the dates and what position you understood Mr. Ladd to hold.

- A: Well, Ernie was, I think, helping Bill Watts in booking the areas of Mississippi, Louisiana, Arkansas. I believe it was probably in the early '80's.....'81, '82, something like that.
- Q: Do you know what Ernie Ladd's title was at that time?
- A: I couldn't honestly say that he had a title, and I wouldn't say that he.....I don't know that he necessarily received any compensation for that job either.
- Q: Was he wrestling during that time period?
- A: Yeah, I think so.
- Q: Now Bill Watts, was he a white male?
- A: Yeah.
- Q: Is he a white male?
- A: Yes.....still is.
- Q: With the exception of Ernie Ladd, have you ever known any black to hold a booker or any other administrative position in the NWA or WCW?
- A: No, I don't think there has any time where a black has held a particular position as booker where he received any compensation for that particular situation.
- Q: Was it your understanding that white males that held those positions were paid salaries or other types of benefits?
- A: Yes.
- Q: Now, during the time that you were a booker exclusively here in Georgia, can you tell me approximately how many black wrestlers that you had either under a written contract or an oral contract to wrestle?
- A: Personally had?
- Q: That you personally had.
- A: When I was doing the booking and when I owned a portion of Georgia Championship Wrestling I used, I think, every black wrestler that existed. What are we looking for at this point....names?
- Q: No....just.
- A: Everybody that was there.

Q: Okay. Were you ever questioned by your superiors concerning your frequent use of black wrestlers?

A: Prior to my coming to WCW I would say probably not.

Q: And when you came to WCW.....tell me about the people that took over at WCW and what type of questions they raised concerning your hiring practices of black wrestlers.

A: When I got to the WCW I was working for a man by the name of Jim Heard. Jim Heard at one point I think just made a comment as to why or what favors I might have owed wrestlers that I had. At that time I was trying to bring in Thunderbolt Patterson. I had brought in Junkyard Dog, Ranger Ross.....there were conversations I think about Abdullah the Butcher and several other people, and I think....the best I can remember is that Heard asked me what allegiance or what favors or whatever that I owed these people. I tried to work out things for instance with Thunderbolt Patterson because I thought he would be a way to encourage people to come to wrestling matches, particularly blacks, because we went to a lot of cities that had black populations....and had some things set up for Thunderbolt Patterson too which would have been economically sound....and the WCW wouldn't do it.

Q: Had you ever experienced those types of problems prior to your coming on board with the WCW?

A: No.

Q: Okay, Olie, start describing to me the time when Ted Turner bought out the NWA.....and what your understanding of the name change...and what your position was with the WCW.

A: My understanding is that Turner bought out Jim Crockett Promotions. Jim Crockett Promotions at the time was a member of the NWA....and I didn't have any association to do with that until a year later....September of 1989.....in the capacity of a road agent, which was basically nothing.....going to the towns and watching over the matches and the wrestlers. During that time there was....

Q: What was your understanding of your duty as a road agent.....as it relates to the wrestlers?

A: Well, primarily to see that they were there....to watch the matches. That would be basically it.

Q: So you just watched the matches.....made sure the wrestlers showed up?

A: Yeah, there were some things going to the televisions and things like that. I also sat in on different meetings that



they had.....talking about what they were going to do, programs they were going to have and talent that they were using, that type of thing.

Q: As a road agent, did you have anything to do with who would be wrestling that night?

A: At that point, no.

Q: Did you have anything to do with who....could you enter into a contract with a wrestler to come to work for the WCW?

A: No.

Q: Okay, what position held that responsibility?

A: Well, that would have been up to the booker and primarily to the guy that was the vice president of WCW working for Turner, and that would have been Jim Heard.

Q: Who was the booker when you came on board as the road agent?

A: They had several...they had a booking committee.....I was a part of that committee, supposedly.....and then there were several of the wrestlers as well.....as well as at least one announcer. There were maybe 8 or 9 people who were in this so called booking committee who decided what they were going to do.

Q: Were there any black wrestlers or black people on that booking committee that you knew about?

A: No.

Q: Were there any blacks in management with the WCW during that time period?

A: Administratively, no.

Q: Do you recall how many black wrestlers were involved with the WCW during the time that you came on board as a road agent?

A: I think there were four. Ranger Ross, Teddy Long, Butch Reed and Ron Simmons come to mind as the only ones that were there.

Q: Now out of the four that you just named, do you know how many had contracts with WCW?

A: I think that they all did, although I'm not sure. I thought they might have all had contracts. I never saw them.

Q: Now, you were a road agent for how long?

A: Until May of '91.

Q: And what happened in May of '91?

A: In May of '91 they apparently thought they....being Heard and the organization.....Turner decided that they weren't doing well enough for....things needed to be changed.....and I was asked by Jim Heard if he and I could get along and that he would recommend me and like to have me take over the job as booker.

Q: Now tell me from your own personal observation what was going on as far as the revenue that WCW was able to generate based on the attendance at the matches?

A: Well, things hadn't hit the bottom yet, although they felt that they were at the bottom, and because of the fact that they weren't doing the money that they wanted to do, they decided that there had to be a change. The houses were probably....well significantly less than they had been in the '70's and the early '80's, and they were concerned about it and they thought that a change was needed, and that was when I was asked to become the booker.

Q: Now, what cities were you'all servicing around May of '91?

A: Everywhere in the country.

Q: Did a lot of these cities have a majority black population?

A: Yes.

Q: Can you tell me in your opinion what was the percentage of attendance at the matches?

A: Blacks to whites?

Q: Blacks to whites.

A: Well, I think in cities like Atlanta, Chicago, Baltimore, Philadelphia were....I personally have wrestled before and have booked before and have seen the crowds well enough to have an idea. I would say that while I was with WCW there were virtually no blacks that came to the wrestling matches. The Atlanta area used to be...I would guess 30 to 40% blacks ten years ago in attendance. Columbus, Georgia would easily have been 40% blacks. Augusta auditorium would have had that same type of figure. WCW might have lost total attendance in terms of the total number of people that were going, but the black attendance dropped off to a point where I think I would hazard a guess as to percentage. It would be easier to say there just were no blacks that were coming to the wrestling matches.

Q: By this time, how many years of experience had you had in the wrestling industry?

A: Starting in 1967 and this was in 1989, 1990.

Q: Now during the time that there were a lot of blacks in attendance at wrestling matches, were there also a lot of black wrestlers?

A: Yes, more so than there are now or that where were when I came to WCW.

Q: Did you attribute the decrease of black attendance to any particular fact that was going on in '90 or '91 when you were a road agent and booker with WCW?

A: Yeah, I thought definitely that....

Q: What did you attribute it to?

A: The fact that we didn't have the blacks that were wrestling.

Q: Did you present that idea to anyone?

A: Yes I did. I presented it to the committee at various times, and when I became the booker, that idea was presented to my boss at that time, Jim Heard.

Q: When you presented it to the committee, what type of response did you get?

A: The committee, I think, was basically ruled by Jim Heard, so I was kind of.....nobody had an opinion.....unless it was voiced by Jim Heard.....and then they would mimic that opinion, I think.

Q: Did you eventually go to Jim Heard and get his opinion?

A: Yeah, I think his comment as I mentioned was something like "what favors do you owe that would make you want to have these people or have this guy or that guy wrestle." My answer was "I don't owe this person anything, and I don't owe anybody any favors. I'm just looking at it from the standpoint of trying to be able to draw a crowd and bring spectators into the buildings; and I think for that we need to have blacks as well as the whites in order to do that."

Q: Once you assumed the role of booker, did you begin to sign more blacks?

A: Yeah, the first guys I tried to get were.....the first one I brought in was Junkyard Dog.

- Q: Okay, did you enter into a contract with Junkyard Dog?
- A: I can't say that we've made a contract. There was a verbal agreement with Junkyard Dog for sure. Whether there was a contract, I don't know.
- Q: Do you remember what the salary was?
- A: I believe it was around \$400 or \$450 per event, and of that sum I think it was \$100 that was to be withheld until the end of the month, at which time he would then be paid that sum.
- Q: Was there a certain number of events that he was to participate in per month?
- A: No. That was pretty much up to me, but I booked him regularly.....I booked him as much as I could.
- Q: So in '91 the first person you remember...
- A: May of '90.
- Q: May of '90, the first person you remember entering into a contract with was Junkyard Dog, and it was based on the events.....he was being paid a certain salary based on the number of events that he participated in.
- A: Yeah.....based on a per event situation.
- Q: Per event situation. Were there any other black wrestlers that you entered into that same type of agreement with.
- A: No. I ran into a lot of flack when I brought in Junkyard Dog.
- Q: What kind of flack did you run into?
- A: Well, as I've said, what favors did I owe? What past deals might there be between he and I? There was just a lot of heat, as I would call it, to have Junkyard Dog, because nobody seemed to want to have him there. The reasons were because he was overweight, because he was fat, because he was undependable. They didn't know if he was going to show up and that type of thing.
- Q: Were there any overweight white wrestlers that were on contract?
- A: I don't know.
- Q: Can you think of anyone that was proportionately the same size as Junkyard Dog that happened to be a white wrestler that was wrestling during this time period?

Patterson is in the same situation, having drawn sell-out crowds in all parts of the country, particularly here in the southeast. A guy like Tony Abbus....the same exact situation....sell-out crowds. A guy like Abdullah the Butcher....the same type of situation....sell-out crowds. Ernie Ladd.....sell-out crowds. I've seen these people sell the buildings out because I either was with them or worked with them or I was booking them. Conversely, if I look at Sid Vicious.....I don't believe there has been one sell-out....well, in fact there hasn't been a sell-out crowd in years.....so I guess he couldn't have been responsible for a sell-out crowd, because there hasn't been any. Lex Luger is the same way. Lex Luger is paid a high salary, but there is never any evidence anywhere to show that he's ever drawn any money.

Q: Now, during the time that you were the booker, was the policy of WCW to pay black wrestlers a lower salary than what they were paying white wrestlers?

A: Yeah, I don't think there is any question. I think that I offered, for instance in JYD's case....I offered him several hundred dollars per event less than I would have offered a white person, and did do that. In the case of JYD I think offered him \$450 an event, \$100 to be withheld to be paid later on at the end of the month, and approximately a month later or so I hired a guy by the name of Stan Hanson, who was white, and paid him \$600, because I knew it was going to be difficult for the black man to argue about it...for JYD to argue about it. He was kind of between a rock and a hard spot and pretty much had to take what we'd offered, where Stan Hanson was in a better position to argue about his wages and said I'll go for \$600. If I would have suggested \$450 he would have just thrown it back in my face. In fact, now I'm remembering Paul \_\_\_\_\_ I think offered him something like \$400/\$450. He wouldn't take it.....he said no.....and I think we upped his to \$600. Thunderbolt Patterson, when I started him I paid him \$100 because I felt that there was so much heat and so much flack from hiring anybody who was black. When I suggested Tony Atlas everybody just kind of farted at it and decided that they didn't want Tony Atlas, and I don't know whether they thought I was gonna flood the place with blacks or what, but my intention was simply to be able to draw money, that's all, and business. I didn't care about it. I wasn't pro black, white, green....I just wanted to try to draw money, and the only way I knew how to do it was the way that it had been successful for years and year and years and years, and that is to have blacks on the card to draw not only blacks, because that wasn't the idea exclusively to draw blacks, it was a black that could perform to the point where he would draw blacks as well as whites.

Q: Now how long did you say in a booker position with WCW?

A:

Q: You were talking about...they had raised some concerns concerning JYD's dependability....do you have an opinion as to Junkyard Dog's dependability?

A: Well, the time that he worked for me off and on during the years prior to my being with WCW there was never a problem. He always was on time, and he always showed up. I had no reason to question whether or not he would make it.

Q: Did he work with you while you were with the WCW?

A: Well, I hired him. That's when he first came to work for WCW.

Q: Were there any wrestlers that you were having problems with concerning their dependability?

A: Yeah, a lot of them.

Q: Can you tell me....can you give me the names of a couple of them and the types of problems that you had with them?

A: We had two wrestlers that were chronically a problem....one in particular by the name of Lex Luger, who was making....my understanding was he was making \$500,000 a year....and he was always a problem. He was always late. I talked to him several different times about his being tardy because it raised problems in the buildings and required that in some cases we give money back. We had to inform the spectators that he wasn't there, and I told him that unless he showed up we had no way of knowing if he intended to be there later or if something had happened where he couldn't be there....so he needed to be there on time. At the very least, on occasion, he needed to give us a phone call. If he couldn't be there on time he needed to give us a phone call and say he was running a little bit late. Well, he never thought that that was important, and I thought that was kind of funny....well, difficult to deal with because I wouldn't do business that way. They were so concerned about JYD, and I never had a problem with JYD, and for the period of time that I was there, to my knowledge there was never a problem with JYD. And yet the guys that they had problems with, Lex Luger, Sid Vicious and a few others....nothing was done...except in most cases they gave them a raise.

Q: Now isn't it your professional opinion that a JYD or a Thunderbolt Patterson could draw a larger crowd than a Lex Luger or a Sid Vicious.

A: Well, I can only say that the past tells me that JYD has drawn large crowds....sell outs....in various parts of the country. Personally I know that. A guy like Thunderbolt



A: From May '91 until November of '91....November 22 or 23, something like that.

Q: Now prior to your becoming a booker with WCW, can you tell me how many blacks you understood were on contract with WCW, prior to May of 1991?

A: I think four would be about it. There might have been one two more. I'm thinking Teddy Long, Butch Reed, Ron Simmons and Ranger Ross I think at that time might have been under contract, or he had been prior to that.

Q: Now once you became booker you said that you signed Junkyard Dog. Were there any other blacks that you signed?

A: Well no, I said that I don't know about a contract, because I didn't personally negotiate any contract. I negotiated a verbal commitment on my part. Whether that translated to a written contract later on or even at that time, I don't know. But I brought in JYD. I tried to bring in Tony Atlas.

Q: What happened when you tried to bring in Tony Atlas?

A: Everybody just nixed the idea. He had been in a lot of trouble. He was another unpredictable commodity, and I think again the comment against was something like "What do you owe these people, anyway?"

Q: Had you ever wrestled with or signed Tony Atlas prior to your association with the WCW?

A: I started Tony Atlas. My brother Gene and myself...we started Tony Atlas. He's from Roanoke, Virginia.....one of the toughest kids that I've ever run into. In all the years that I wrestled we only started about three people. We only introduced two that I can think of....one being Tony Atlas....that we introduced to wrestling, so we were rather selective over a period of 20 years. Tony Atlas, in my estimation, was probably one of the.....he was a draw very much like Thunderbolt Patterson.....very much like Junkyard Dog. He had the ability to talk. He looked good. He fit the mold that WCW seemed to want....that is the Superman type of mold.....the body builder. Tony Atlas was a body builder before Lex Luger knew how to put his pants on. Tony Atlas was a legitimately strong individual as well. He did demonstrations where he would bench press 500 pounds and so forth and so on.....and he was a legitimate guy. He was also the kind of guy that I could work with. I took him to the Children's Hospital and did community service type things that I thought were important to help wrestling and to help Tony Atlas become popular in wrestling, and he was willing to do it. He was just....he was, I thought, an

outstanding individual, and he would have contributed an awful lot to wrestling. At that point the argument couldn't be made, like Junkyard Dog, that he was heavy, because he wasn't. They couldn't make the argument that he was old, because he wasn't. They couldn't make any argument that would go against him, so I could only draw my own conclusion, and that was they just didn't want Tony Atlas; and I guess I can go further to say that I would assume that it had to be because he was black. If there was another reason, I don't know what it would be. But in any event, we never got Tony Atlas.

Q: Were there any other blacks that you attempted to introduce?

A: Thunderbolt Patterson.

Q: What happened with Thunderbolt Patterson.

A: I just ran into a lot of crap all the time. I had Thunderbolt show up every week I think for three months. I hope he'll remember better than I do. I'm not quite certain the length of time. For somewhere in the neighborhood of like three, maybe four months, I had Thunderbolt Patterson come to the TV tapings. I had him on occasion do an interview or two. Every time I did that the word got back to the office...Jim Heard...in such a way that it was brought to me the next day or whatever....wanting to know what in the world I intended to do with the guy and so forth and so on, and I just made it very low key then for Thunderbolt, and I explained to him many times that it's real tough. I said just take it easy and maybe we can work this doggone thing out and maybe I can finally get you into a position where we can try to draw some money with you, either by having you in the ring or by having you manage somebody in the ring, which was the choice, or by putting you in a position, which I suggested several times, where you would be involved directly in our management in a way where we could help to promote wrestling through the black community, and let Thunderbolt Patterson, who was well known in the black community in cities all over the country, work in that capacity to encourage black participation. We had a deal set up for him to go to the.....or I should say I had an idea set up for Thunderbolt to attend the black tenants association, which was taking place in Washington, D.C., and it would have cost WCW say a thousand dollars. That would have been way more than was necessary for the plane ticket, hotel, the whole works, to attend this meeting, which I think lasted two or three days, which I thought could have done a lot of elbow rubbing, etc. with the intention of following that up by going to black mayors all around the country and black officials, politicians or whatever and try to put wrestling back on the map and try to get communities and those people interested in wrestling again through black participation, by bringing blacks in, not only to wrestle,



but by having blacks in management and to show that things had changed, that Turner, who is the humanitarian as we now know....the man of the decade....was trying to change things that had happened in the past....to include segregation.....to include the Ku Klux Klan and all that crap. Thunderbolt Patterson used to say it's a new day, it's a new day, and we tried to expound on that to show that this was in fact a new day, and that was our idea....that was our theory....that we would be able to go to the officials at WCW.....Jim Heard let's say in this case.....and convince him that would be something that would on paper sell and would in fact could become reality. It could make a significant change. Whether Heard actually felt that way or anybody else felt that way, or for that matter, whether I felt that way in terms of making some kind of a sociable economic change.....I'm not trying to be that damn goody goody....but I could see where a person could make money out of it. I could see where business could be improved, and I was all for it. So when that idea was presented, the same thing. What do you owe the guy? Just comments that indicated that I was treading on thin ice.

Q: Who made those comments?

A: Well it was kind of general feeling, but primarily it would be Jim Heard.

Q: Were there any other black wrestlers besides Junkyard Dog, Tony Atlas and Thunderbolt Patterson, that you tried to introduce during that time period of May '91 through November of '91?

A: Yeah, there were quite a few, and I'm sure that I could just about name them. I can think of Abdullah the Butcher, Pez Whatley, Ranger Ross, who was, I think, out at that time, and I would see him frequently looking for employment. Something had happened in there, and I didn't even know what it was. I was really busy so I can't.....I'm not quite sure. But I just had an overall view of the situation, which was to promote and utilize black wrestlers because we weren't doing business, because we didn't have the black wrestlers and the population in terms of the wrestling body that I thought was necessary in order to bring business back to a comfortable level.

Q: Now during the time that you served as the booker, what was the average salary of a white wrestler?

A: I couldn't tell you what the average salary was. I can tell you what I thought some of the salaries were.....Lex Luger at \$500,000 and Sting I think at \$350,000 and Rick Flair at probably \$700,000 or \$750,000. They were white. I think the Steiners were probably promoted later on at about \$250,000 a piece. Sid Vicious was in the range of \$180,000

I think I told you, and then he was raised to \$250,000. I think the Freebirds and Brian Pillman and those people were probably making around \$104,000. To my knowledge all the white wrestlers, save one, made in excess of \$100,000. The once exception would have been Tommy Rich, and my understanding there was he was making \$1,500.00 a week. The black wrestlers, I don't know what they were making. I thought Ranger Ross was making like at \$100,000 or \$104,000. Simmons and Reed I thought were making somewhere between \$104,000 and \$150,000. Teddy Long I thought was like at \$104,000, and that takes care of all the black wrestlers.

Q: Now Butch Reed and Ron Simmons at one point were the heavy weight champions.

A: Tag champions.

Q: Tag champions. Do you know the average salary for two white males when they held the heavy weight tag team championship with the WCW?

A: Well I don't know who had the tag.....I guess the Steiners did. At one time I think there were probably some \_\_\_\_\_ there in terms of salaries....if, in fact, Simmons and Reed were making \$150,000. The Steiners, I think, also held those titles, and I think they were making \$150,000. But I'm quite certain as of now that the Steiners are making \$100,000 more. Arn Anderson was there, and he started at about \$150,000, but if I'm not mistaken I think his salary has provision for a wage increase for something like \$200,000 after the first year and \$250,000 in the final year. I don't know that those provisions existed for Ron Simmons or Butch Reed, and of course, Butch Reed is no longer there. I know they wrestled Sting. I know they wrestled Luger. I know they wrestled Flair and Arn, and I know they wrestled a lot of other white people who without question were making more money than Ron Simmons and Butch Reed.

Q: Now as a booker, how were you paid?

A: I was an employee. I had no contract. I was paid \$250,000 a year.

Q: Were you paid a straight base salary at \$250,000 a year?

A: Yeah.

Q: Were you to receive any commissions based on the gross revenue at the event?

A: The deal with Heard was in his office. Prior to my becoming a booker I was given an appearance fee or talent fee I think they called it....one or the other.....interchangeably

probably....for any participation in any matches, and we did the one thing with the Black Scorpion where I was the whole thing, and they agreed to pay me then for all appearances and they agreed to pay me for all pay-per-view events. Since I was the one that booked it, since I was the one that put the talent in the thing, and I was responsible for making it work, it was only right in my opinion, and they agreed, that I would get a percentage, because later on I found out that they had offered something like \$50,000 for each show that Sid Vicious might appear in or that Rick Flair might appear in. They were just going to give him fifty grand. Now that's what I was told by Heard. It kind of let it slip when we were arguing about my deal. So since I was the one that would orchestrate what Rick Flair would do and provide everything that would enable him to be in that show, and the same thing as far as Sid Vicious was concerned, and they could pick up fifty by just doing what I told them to do, I didn't find it too difficult to imagine that my compensation might be a little bit more, as it always had been in years past, because a booker was considered to be the glue that put everything together.... well, more than the glue. He was the glue and he was the parts and he was the man that wrote, directed, produced....everything....and that was the way it used to be. He used to have the ability to hire, fire, and so forth and so on, and I was told that I would have one year to turn this thing around.

Q: Who told you that you had one year?

A: Jim Heard.

Q: And that year commenced in May of '91?

A: It commenced in May of '91 and ended in November of '91.

Q: It was your understanding that it was to run until April of '92?

A: It should have run until May 1 of '92.

Q: And in fact you remained the booker until...

A: I was actually there....the first two months....May....it was nothing to do with me or anything.....I started out as a booker, but things had already been in the works by the previous people. So there was discussion at that point because the business was still horrible, and there was discussion at that point....I said well, you know, I need a grace period here because certainly this May thing isn't mine, and part of June wasn't mine. I was making up the TV's for May and June, but they weren't going to be played until the latter part of June, because we were like four to six weeks ahead. So I said we won't be able to see what I'm

able to do until six weeks down the road. All I'm doing is just cleaning up all the crap that's been thrown my way. So when we got to July, August, September, October and November, I booked such things as the Clash in September, the July Bash, and the Halloween Havoc in October. The Clash turned out to be the best numbers they had. It was a classic example of how things should be. August revenues....my understanding was the August revenues were in excess of \$1,000,000. Revenues now on a monthly basis are probably \$250,000 - \$300,000. The numbers went as high as a seven two if I remember right on the Clash in September. The Halloween Havoc....Heard badmouthed me and told everybody before....the personal crap. He told me when I talked about getting my money for pay-per-view, he said that was the worst show they ever had so I should just hide my head in shame and walk out the damn door. It turns out that that was the best pay-per-view they ever had, but still there was no money forthcoming. Anyway....that period of time was the best that they've had as far as numbers as concerned, as far as revenues are concerned, as far as pay-per-view things are concerned. When the five months got over, because I think I argued vociferously, if that's the word I can use, for different things that I thought should be done to make it right. I think he just got tired of listening to me and just decided that they didn't need me, and then after that we can draw our own conclusions as to why.

Q: Now for the pay-per-view, did you have any idea how much money you thought you were entitled to?

A: I'm from the old school, and in the old school there were no set figures, you know. If a person treated you right, you worked for them. If a person didn't treat you right, you walked away. A lot of things were done on handshakes. In fact, there were no contracts back then. You walked in and you say, well, I'm gonna work blah, blah, blah, and once again you had an idea what the house was....they wouldn't have to tell you....the house was \$20,000. If I was \_\_\_\_\_, I could expect that I would make somewhere between 6, maybe 7, 8 percent of that figure. When I'd get my pay check and I could compute what 6% of \$20,000.....1,200 bucks.....if I'd get 1,200 bucks I was happy. If I got 1,300 bucks I was happy. If I got 1,100 bucks, I wasn't going to argue about it. If I got 800 bucks I'd go in and argue. I'd say something. To hell with this thing....hold it....what's going on here. Then they might tell me their story, whatever it might be. If it sounded plausible, like there were extra guys on the doggone card, or if we had unusual expenses, you might just swallow it and say okay, live and let live, and we all got to get along. So when you say did I anticipate anything out of the pay-per-view. All I could do was say that I would anticipate that whatever they had offered completely to somebody, that

I had to be entitled to at least to that. And if they offered that to several people, well then it kind of gets screwed up because if there were ten people and they were all offered \$50,000, I wouldn't reasonably say I should get \$500, but I'll tell you when I first took the job I didn't know what some of the other wrestlers were making, and when I found out and found out that Flair was making \$700 or \$750 and Luger \$500, I seriously, based on the old days, said well, the booker always makes more, because the booker was responsible for putting that guy in that position to make that money, and so I was going to go with the argument and say, I'll settle for the same as Luger's got - \$500. Well shoot, they'd have laughed me right out of the deal. So I said okay, \$250, and they went for \$250. But there again the \$250 was to be sliced with the pay-per-view, which in my estimation could have brought it up to something significantly better than \$250.

Q: During your six months as a booker did they pay you based on an annual salary of a quarter of a million dollars a year?

A: Yes.

Q: Mr. Anderson, let me just ask you some housekeeping questions now. Have you given this statement based on your own personal knowledge?

A: Yes, I have.

Q: Has anyone promised or induced you in any way to give this information.

A: No.

Q: Are you presently under the influence of any drugs or alcohol?

A: No.

Q: Have you given this statement on what you believe to be the truth as it relates to your employment with the NWA and the WCW?

A: Yes, I have.

Q: That concludes the statement of Olie Anderson.

Q: This is a continuation of the statement of Olie Anderson. Could you please give us your opinion as it relates to who's really behind taking a wrestler and helping him to ascend to the ranks of Heavyweight Champion or Television Champion?

A: Going back, it used to always be the booker or the owner of the territory as such that would be able to determine who was going to be what. With the acquisition by Turner it became even more pronounced that the ability to make a star was with the position of either the booker or whoever it was that was running the organization. In this case it would have been like Jim Heard. You just took a body and did whatever you wanted to do.

Q: Can you tell us about the facts or circumstances that led up to Ron Simmons and Butch Reed becoming the Tag Team Heavyweight Champions.

A: Well, I think there was a period there in the summer or so of '91 where there was some concern. Some of the black wrestlers.....Rocky King was rumored to being upset...unhappy with his situation in the wrestling world....not making enough money or whatever. The rumor was pretty much that he may be attempting to make some kind of a legal problem as a result of racial discrimination or whatever, and we then made black tag team of Ron Simmons and Butch Reed. Somewhere in that time period we made them the World Tag Team Champions, and as Heard said, this should prove that we're not discriminatory. This should prove that we've taken a black team and we've made them champion so that they wouldn't have any bitch from a racial point of view.....not using blacks and not making them champion.

Q: So it's your opinion that that was done to pacify the black community such that they would believe that the WCW did not discriminate against black wrestlers?

A: Yeah, I would say so.





TURNER BROADCASTING SYSTEM, INC.  
ONE CNN CENTER, Box 106366, Atlanta, GA 30348-5366

GINGER S. McRAE  
Assistant General Counsel  
(404) 627-3113  
Telecopy (404) 627-1995

April 8, 1992

Ms. Lois S. Madison  
Investigator  
Equal Employment Opportunity Commission  
Citizens Trust Building, Suite 1100  
75 Piedmont Avenue, N.E.  
Atlanta, GA 30335

Re: Robert L. Ross v. World Championship Wrestling, Inc.  
EEOC Charge No. 110920735

Dear Ms. Madison:

This letter is in response to your request for a position statement and certain other information with respect to the referenced Charge. This response is provided with the understanding that all information and documents will be kept confidential.

I. Position Statement

World Championship Wrestling, Inc. ("WCW") is a company which promotes matches between professional wrestlers for viewing by live and television audiences. WCW associates professional wrestlers under various arrangements to perform in its matches. None of these wrestlers is employed by Respondent. Some of them are associated by the event and others are associated over a longer term for a larger number of events.

Charging Party is a professional wrestler who performed services for Respondent at various times. He first worked for Respondent from February 1989 to April 1990. He performed services pursuant to a verbal agreement for \$2,000.00 bi-weekly. The decision to associate Charging Party for this period was made by Jim Herd, Respondent's Executive Vice President at the time. Of course, Mr. Herd was aware Charging Party is black. Charging Party made no complaints of race discrimination at the end of this initial association with Respondent.

In late 1990 or early 1991, Charging Party approached Respondent about again using him as a wrestler. He had adopted

the professional name "Ranger Ross", and portrayed himself as loosely connected with the military to take advantage of the Persian Gulf War and the current popularity of people and things associated with the military. Mr. Herd was interested in this idea and thought it might play well to Respondent's audience. He therefore agreed to a contract to use Respondent's services for a six-month term, to expire July 14, 1991. The agreement entered into by Charging Party and Respondent is attached as Exhibit A. It is entitled "WCW Freelance Wrestler/Independent Contractor Agreement" and clearly sets forth that Charging Party is an independent contractor. Charging Party explicitly acknowledged this fact in signing the contract. He agreed that the commitment was for a definite term of six months. He agreed that he, not Respondent, was fully responsible for all taxes owed by him on compensation for his services and that he was not entitled to the benefits provided by WCW to its employees.

The agreement signed by Charging Party did not limit his ability to work elsewhere. He provided his own costumes and makeup in performing as "Ranger Ross". Charging Party performed and was paid through July 14, 1991. Respondent fully performed its contractual obligations to him. At the end of his term, he was told by Mr. Herd, who had associated Charging Party on both occasions, that "Ranger Ross" had not achieved a satisfactory level of success with WCW's audiences and WCW was not interested in signing him to a new contract. Charging Party and a number of white wrestlers whose achievement of success with audiences also had been unsatisfactory ceased services for Respondent in the summer of 1991.<sup>1</sup>

It is clear that Charging Party was not an employee covered by Title VII of the Civil Rights Act of 1964. 42 U.S.C. § 2000e(f); Mathis v. Standard Brands Chemical Industries, 10 FEP cases 295 (N.D. Ga. 1975). Although, as is customary in the industry, Respondent gave Charging Party direction as to the ultimate outcome of his matches, the details of his performance were left to him. He supplied his own professional name and persona, and accompanying costumes and makeup. The agreement between the parties clearly specified that Charging Party was an independent contractor and Charging Party freely acknowledged that fact in signing the agreement. The agreement allowed Charging Party the freedom to work elsewhere. He did not receive the benefits provided by Respondent to its employees. The industry has consistently treated professional wrestlers such as Charging Party as independent contractors. All these facts are indicative of an independent contractor situation. Cobb v. Sun Papers, Inc., 673 F.2d 337 (11th Cir.), cert. denied, 459 U.S. 874 (1982).

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<sup>1</sup>Charging Party was asked to and agreed to perform for one event on September 5, 1991.



Assuming for purposes of argument only that Charging Party was an employee, it is clear he was not discriminated against in any way. Mr. Herd made the decision to use Charging Party's services on both occasions. Mr. Herd also made the decision not to offer a new contract when Charging Party's contract expired in July 1991. When such a short time passes between such actions, and the same manager is involved in both decisions, a claim of racial animus in the discharge, but not in the hire, is irrational and does not support any finding of intentional discriminations. Proud v. Stone, 945 F.2d 796 (4th Cir. 1991).

Moreover, as stated above, a number of white wrestlers were released in the summer of 1991. A list of those individuals is attached as Exhibit B. A number of black wrestlers and other performers worked for WCW at this time and were retained. They are Curtis Hughes, Teddy Long, Sylvester Ritter and Ronald Simmons. All these individuals still perform for WCW. Obviously, race was not a criteria for the releases in the summer of 1991. Rather, it was based on purely business reasons.

Further, it is clear that race was not a factor in Charging Party's compensation. There are no scales or ranges of compensation for wrestlers. The compensation a wrestler or other performer receives in each case is wholly dependent on negotiation between the parties. Obviously, Respondent strives to negotiate as low an amount as possible and the wrestler seeks to get as much money as possible. The resulting amount depends on the wrestler's stature in the industry, his bargaining skills, Respondent's economic capacity at the time, Respondent's bargaining skills and many other factors. White wrestlers similar to Charging Party made comparable amounts. Thus, Rick Jones was paid five \$250.00 per event and worked about five times every week, a total of \$1,250.00, an amount less than Charging Party. Richard Slater earned \$300.00 per event for about five events per week, or about the same as Charging Party. Matt Osburne made \$3,000.00 every two weeks, the same as Charging Party, who made \$1,500.00 per week. Charging Party's wage claim is without merit.

## II. Response to Charge

1. As explained and supported in Section I, Charging Party performed as an independent contractor from January 15, 1991 through July 14, 1991 pursuant to a written agreement. As set forth above, compensation of wrestlers is individually negotiated and is the result of many factors, and therefore comparisons to other wrestlers have little value. However, as shown above, Charging Party's earnings were about the same as or more than several white wrestlers.

2. Charging Party was told WCW was not interested in signing a new contract with him due to his lack of success during the

term of his agreement, as explained above. Respondent cannot admit or deny the second sentence of this paragraph; however, as also explained above, each wrestler's compensation is individually negotiated and comparisons are not especially meaningful.

3. Respondent denies that it discriminated against Charging Party in any way.

### III. Response to Request for Information

1. Information shown on the Charge is correct.

2. See Section I above.

3. Charging Party was an independent contractor, as explained in Section I, and written rules, policies and procedures for employees did not apply to him. With respect to independent contractors such as Charging Party, it is up to the manager to decide whether and when to use their services.

### Discharge

1. As explained fully in Section I, Charging Party was not "discharged". Respondent complied in every way with its agreement with Charging Party, set forth in Exhibit A. Respondent opted not to enter a new agreement with Charging Party, as it had every right to do. The agreement did not contemplate any extension and Respondent was under no obligation to offer one. Jim Herd, then Respondent's Executive Vice President, white, made the decision not to enter a new agreement with Charging Party in conjunction with discussions with his assistants. Charging Party had no personnel file. The independent contractor agreement is attached as Exhibit A and documents regarding Charging Party's compensation are attached as Exhibit C.

2. Because Charging Party was an independent contractor, not an employee, and was not "discharged", Respondent objects to this request.

3. See response to 2 above.

4. See response to 2 above.

5. See response to 2 above. But see Exhibit B for a list of white wrestlers released in the summer of 1991.

### Additional Questions

1. a. See Exhibit A.

b. See Exhibit C. Charging Party was paid in accordance with Respondent's and the industry practice for paying performers. Thus, he received a "draw" of \$100.00 at the time of the event and a "talent event fee", or an allocation of the gross revenues of an event to an individual based on his position on the "card", according to industry practice. The balance between these amounts and Charging Party's contractual compensation was paid on a bi-weekly basis. This system of payment is not typical of payments to employees who are generally paid the same amount on a regular schedule.

c. See Exhibit A.

d. See Exhibit C. Such taxes were not withheld.

e. No benefits were provided.

f. Charging Party was covered under a separate policy applicable only to wrestlers.

g. Charging Party was told his contract was expiring and that WCW was not interested in a new agreement.

h. The agreement did not restrict Charging Party's freedom to work elsewhere.

i. Charging Party could not delegate his wrestling duties.

j. Respondent does not understand this question; however, Charging Party supplied his own costumes and makeup.

#### IV. Conclusion

As fully set forth above, Charging Party's Charge is completely without merit for two reasons. First, he was an independent contractor not covered by Title VII. Charging Party assented to and never challenged this arrangement, which is followed throughout the professional wrestling industry. He should not be able to claim now that he was an employee.

Second, even assuming for purposes of argument only that Charging Party was an employee, Respondent chose not to enter a new contract with Charging Party due to business reasons having to do with his failure to achieve a satisfactory level of success as a wrestler and not at all with race. A number of white wrestlers met the same fate during the summer of 1991. Other black wrestlers have continued to perform for WCW. While working for Respondent, Charging Party suffered no discrimination in compensation. Compensation was a subject of individual negotiation and depended on a number of factors, none of them related to race.

Charging Party's Charge is without merit. Respondent requests that the Commission promptly issue a finding of no reasonable cause.

Sincerely,

*Ginger S. McRae*

Ginger S. McRae  
Assistant General Counsel

GSM:ltw

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**EXHIBIT A**

**World Championship Wrestling, Inc. Freelance  
Wrestler/Independent Contractor Agreement**

1. I, Robert Ross, Jr. (Ranger Ross),  
Name Ring Name

agree to perform services for World Championship Wrestling, Inc. ("WCW") as requested by WCW at the rate of \$1,500.00 per week for the period of January 15, 1991 through July 14, 1991. I understand that I shall be entitled to such compensation only if I appear and complete the services requested by WCW for such event and in the manner requested by WCW.

2. I understand and agree that I perform such services as an independent contractor and not as an employee of WCW. I agree that I shall be fully responsible for taxation of the amounts paid to me by WCW as compensation for my services and that WCW shall bear no responsibility for such taxation. I agree that I am not entitled to the benefits provided by WCW to its employees. I understand that WCW makes no commitment to use my services and makes no guarantee of any number of events or amount of compensation.

3. I understand that if I am injured inside the ring and within the crowd barriers at an event while performing services for WCW pursuant hereto, as determined by the schedule of physicians provided by WCW, WCW shall assume responsibility for medical expenses directly related to such injury through and according to its respective insurance program. I understand that I will be paid only for events for which I was scheduled at the time I was injured and only if WCW's doctor certifies that the injury prevents me from wrestling and I appear at the event for interviews and other tasks as requested by WCW (unless I am unable to appear as certified by WCW's doctor); provided, however, that such payment shall be reduced by payments other than those for medical treatment to which I may be entitled under WCW's insurance or otherwise. I understand I will not be paid for events for which I might have been scheduled while I am injured.

4. I agree that all programs, recordings and work product in connection with which I perform services and my contributions thereto (the "Works") shall belong solely and exclusively to WCW. To the extent that such Works are considered contributions to collective works and/or parts or components of audio-visual works, I agree that the Works shall be considered "works made for hire" under the U.S. Copyright Act of 1976, as amended. To the extent that such Works are deemed otherwise, I assign to WCW all rights, title and interest in and to the copyright of such Works.

5. I release WCW and its agents from and waive any and all claims arising out of my independent contractor relationship with WCW, except as set forth specifically above in paragraph 3. I have read this Agreement and understand its terms. I agree that my relationship with WCW is covered by this Agreement for all purposes and at all times unless and until it is superseded by a subsequent written agreement, and that this Agreement shall be governed by the laws of the state of Georgia, whose courts shall have jurisdiction with respect to any dispute arising under this Agreement or my relationship with WCW.

World Championship Wrestling, Inc.

By:

James A. Harland  
Signature

1 - 9 - 91  
Date

Independent Contractor

Robert T. Ross Jr.  
Signature

9 Jan 1991  
Date

**EXHIBIT B**

<u>NAME</u>	<u>RING NAME</u>	<u>DATE RELEASED</u>	<u>RACE</u>
Carline, Gary	Rip Morgan	August 1991	White
Colley, Randy	Moon Dog	August 1991	White
Gibson, Robert	Reuben Cain	August 1991	White
Gray, George	One Man Gang	September 1991	White
Haynes, William	Black Blood Bill Jack Haynes	August 1991	White
Humperdink, Oliver	John Sutton	August 1991	White
Jones, Rick	Black Bart	August 1991	White
Keown, Wayne	Dutch Mantell	August 1991	White
Murdock, Richard	Dick Murdock	August 1991	White
Reininghaus, Kenny	Jack Victory Russian Assassin	August 1991	White
Ross, Robert	Ranger Ross	July 1991	Black
Slater, Richard	Dick Slater	August 1991	White
Smith, Mike	Sam Houston	August 1991	White
Spivey, Danny	Danny Spivey	June 1991	White

**EXHIBIT C**

**WORLD CHAMPIONSHIP WRESTLING, INC.**  
**TALENT PAY SUMMARY**  
**1991**

NAME: ROSS, JR. , ROBERT

EVENT DATE	CITY	STATE	DESCRIPTION	AMOUNT
1/30/91	GAINESVILLE	GA	DRAW	(100.00)
1/30/91	GAINESVILLE	GA	TALENT EVENT FEE	200.00
2/10/91	ATLANTA	GA	AS PER CONTRACT	2,800.00
2/24/91	ATLANTA	GA	AS PER CONTRACT	3,000.00
2/26/91	ATLANTA	GA	AS PER CONTRACT	2,775.00
2/26/91	ATLANTA	GA	TALENT EVENT FEE	225.00
3/12/91	ATLANTA	GA	AS PER CONTRACT	2,850.00
3/12/91	ATLANTA	GA	TALENT EVENT FEE	150.00
4/07/91	ATLANTA	GA	AS PER AGREEMENT	3,000.00
4/21/91	ATLANTA	GA	AS PER CONTRACT	3,000.00
4/24/91	DOTHAN	AL	AS PER CONTRACT	450.00
4/24/91	DOTHAN	AL	DRAW	0.00
4/24/91	DOTHAN	AL	TALENT EVENT FEE	150.00
4/25/91	PANAMA CITY	FL	AS PER CONTRACT	450.00
4/25/91	PANAMA CITY	FL	DRAW	0.00
4/25/91	PANAMA CITY	FL	TALENT EVENT FEE	150.00
4/26/91	VALDOSTA	GA	DRAW	(100.00)
4/26/91	VALDOSTA	GA	TALENT EVENT FEE	150.00
4/27/91	JEKYLL ISLAND	GA	AS PER CONTRACT	900.00
4/27/91	JEKYLL ISLAND	GA	DRAW	0.00
4/27/91	JEKYLL ISLAND	GA	TALENT EVENT FEE	150.00
4/28/91	COLUMBIA	SC	AS PER CONTRACT	450.00
4/28/91	COLUMBIA	SC	TALENT EVENT FEE	150.00
5/16/91	RICHMOND	VA	AS PER CONTRACT	1,350.00
5/16/91	RICHMOND	VA	DRAW	(100.00)
5/16/91	RICHMOND	VA	TALENT EVENT FEE	150.00
5/17/91	WASHINGTON	DC	AS PER CONTRACT	1,350.00
5/17/91	WASHINGTON	DC	LICENSE FEE	(20.00)
5/17/91	WASHINGTON	DC	TALENT EVENT FEE	150.00
6/02/91	ATLANTA	GA	AS PER CONTRACT	3,000.00
6/16/91	ATLANTA	GA	AS PER CONTRACT	3,000.00
6/30/91	ATLANTA	GA	AS PER CONTRACT	3,000.00
7/14/91	ATLANTA	GA	AS PER AGREEMENT	3,000.00
9/05/91	AUGUSTA	GA	DRAW	(100.00)
9/05/91	AUGUSTA	GA	TALENT EVENT FEE	250.00

TOTAL PAY 1991 35,830.00

===== 420.00

Add Back Draws

36,250.00

9-5-91 Payment

< 250.00

36,000.00

Q-\*

35,830.00+

420.00+

36,250.00\*

9-5-91

36,250.00+

9-5-91

250.00-

WCW 102093



**WORLD CHAMPIONSHIP WRESTLING  
ROBERT ROSS, JR.  
EARNINGS FOR 1990**

		REFLEX AMOUNT	EVENTS WORKED
18-Dec-89	31-Dec-89	2,000.00	7
01-Jan-90	14-Jan-90	2,000.00	9
15-Jan-90	28-Jan-90	2,275.00	11
29-Jan-90	11-Feb-90	2,000.00	3
12-Feb-90	25-Feb-90	2,000.00	9
26-Feb-90	11-Mar-90	2,000.00	9
12-Mar-90	25-Mar-90	2,000.00	4
26-Mar-90	08-Apr-90	2,000.00	7
09-Apr-90	22-Apr-90	2,000.00	2
		3.63 WRESTLERS RIGHTS	
		0.84 WRESTLERS RIGHTS	
		<hr/> \$18,275.00	<hr/> 61

0.00

1990 18,275.00+  
1989 43,003.46+  
61,278.46\*

**WORLD CHAMPIONSHIP WRESTLING  
ROBERT ROSS, JR.  
EARNINGS FOR 1989**

		REFLEX AMOUNT	EVENTS WORKED
27-Feb-89	12-Mar-89	450.00	3
13-Mar-89	26-Mar-89	1,850.00	13
27-Mar-89	09-Apr-89	2,000.00	12
10-Apr-89	23-Apr-89	2,000.00	2
24-Apr-89	07-May-89	2,000.00	5
08-May-89	21-May-89	2,000.00	3
22-May-89	04-Jun-89	2,775.00	14
05-Jun-89	18-Jun-89	2,752.00	5
19-Jun-89	02-Jul-89	2,000.00	3
03-Jul-89	16-Jul-89	2,400.00	11
		0.46 MDSE SALES	
17-Jul-89	30-Jul-89	2,000.00	6
31-Jul-89	13-Aug-89	2,000.00	6
14-Aug-89	27-Aug-89	2,000.00	5
		1.00 MDSE SALES	
28-Aug-89	10-Sep-89	2,000.00	7
11-Sep-89	24-Sep-89	2,000.00	3
25-Sep-89	08-Oct-89	2,000.00	2
09-Oct-89	22-Oct-89	2,000.00	1
23-Oct-89	05-Nov-89	2,000.00	5
06-Nov-89	19-Nov-89	2,000.00	4
20-Nov-89	03-Dec-89	2,775.00	14
04-Dec-89	17-Dec-89	2,000.00	7
		<hr/> \$43,003.46	<hr/> 131



## EXHIBIT / ATTACHMENT

I

(To be scanned in place of tab)

DECLARATION OF BRENDA SMITH

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

Brenda Smith gives the following declaration under penalty of perjury and states as follows:

1.

I was employed by WCW as the Power Plant Training Coordinator. Although I worked primarily at the Power Plant, I had many job duties and responsibilities at WCW.

2.

In the course of performing my duties, and in the course of interacting with my co-employees, I had personal knowledge of the racial identities of the WCW employees. Specifically, I was aware of all of the African-American employees at WCW and their respective positions.

3.

I have been asked to review the document entitled "Employee Job Profiles," in order to provide the racial identities of the WCW employees.

4.

After reviewing the employee job profiles, I conclude that some of the individuals were not actually employed by WCW. Also, I note that some of the employees listed may not have even been employed as of March 28, 2000 or may have not been a full time employee. Nevertheless, I have been asked to include all individuals listed except for those who did not actually work for WCW, but World Travel Partners.

5.

Excluding those individuals who did not work for WCW (Julie Hill-Atkins, Cynthia Perry, Randy Cox, and Fala Ndiaye), I count 158 total employees based on the list of employees in the Employee Job Profiles.

6.

Out of the 154 employees, I can confirm that 19 of the individuals listed in the employee profiles list were African-American.

7.

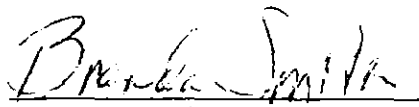
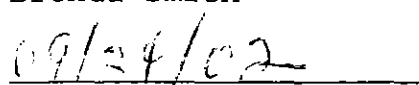
The following individuals listed on the Employee Job Profiles were African-American:

1. Reid, Octavia
2. McDade, Felicia
3. Wormsby, Greg
4. Cuthbert-Borders, Juliet
5. Richardson, Kinnette
6. Jennings, Monica
7. Smith, Pie
8. Avery-Neal, Catherine
9. Clifton, Robert
10. Nichols, William
11. Collins, Pamela
12. Hester, Frankesha
13. Haynes, Timothy
14. Williams, Jimmy
15. Green, Elliot
16. Miller, Darrell
17. Blackwell, Katrina
18. Smith, Brenda
19. Gary, Alto

8.

I can also confirm that WCW never had an African-American in senior management or in any executive position.

I declare under penalty of perjury that the foregoing is true and correct.

  
Brenda Smith  
  
Executed on (Date)

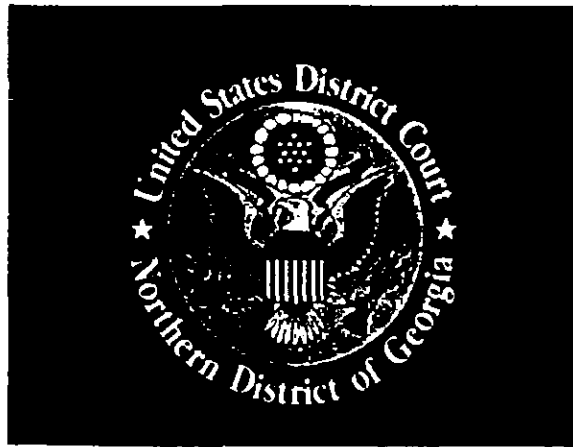


EXHIBIT / ATTACHMENT

J

(To be scanned in place of tab)

DECLARATION OF PAMELA COLLINS

STATE OF GEORGIA

COUNTY OF Cobb

Pamela Collins gives the following declaration under penalty of perjury and states as follows:

1.

I worked for World Championship Wrestling Organization ("WCW") in the call center. My official position was the call center coordinator.

2.

I recall WCW submitting a written request for each employee to write a job description. This description was later to be used for WCW's Employee Job Profiles.

3.

In filling out the questionnaire, I correctly indicated that I "supervised" four to six customer service representatives. Although I was actually supervising four to six customer service representatives, I was never made a supervisor at WCW.

4.

Until the time that WCW ceased operating, I continued to work as the call center coordinator. I was never paid as a supervisor, and was only paid for being the "call center coordinator."

5.

Throughout my employment with WCW, I often heard various rumors about discrimination. I could not help but notice that Caucasians dominated WCW, and we had few minorities. I became aware that there were specific complaints of discrimination filed by some of the wrestlers at WCW. I am certain that I was aware of these claims of discrimination before July 9, 2000.

6.

On July 9, 2000, Booker T was made the world champion. Because I routinely watched various videotapes of WCW's events, I watched the videotape of Booker T. I am confident that I was aware of the claims regarding discrimination prior to the time in which Booker T became champion.

7.

As I watched the numerous videotapes of the WCW wrestlers, I often wondered why there was not more diversity among the wrestlers. The successful wrestlers were predominately Caucasian. With the exception of Booker T and a few other wrestlers, WCW was dominated by successful Caucasian wrestlers.

I declare under penalty of perjury that the foregoing is true and correct.

  
Pamela Collins

  
Executed on (Date)





EXHIBIT / ATTACHMENT

K

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DECLARATION OF KATHERINE A. NEAL

STATE OF GEORGIA  
COUNTY OF FULTON

C Katherine A. Neal gives the following declaration under penalty of perjury and states as follows:

1.

I was hired by the World Championship Wrestling Organization ("WCW") in \_\_\_\_\_. I worked in the warehouse where WCW received, stored, and shipped out its merchandising items.

2.

At one time, my supervisor was Mr. Pie Smith. Mr. Smith was African-American, and was a very good manager. Mr. Smith wanted me to learn more about the merchandising process and sent me to Florida for training. Specifically, he sent me to Florida so that I could receive ICS MAX System computer training. Based on this computer training, I was able to learn how to track merchandise with the computer.

3.

In addition, Mr. Smith told me that he was impressed by my abilities, and wanted to train me to be his assistant and work in a supervisory capacity. I was very enthused about this opportunity to advance at WCW.

4.

Mr. Smith, however, left WCW. He was replaced by Ms. Leslie Cameron. Ms. Cameron was Caucasian.

5.

From the time that Ms. Cameron became the supervisor of the warehouse, myself and other African-Americans realized that she was treating us differently than the only Caucasian at the warehouse, Ralph Jensen

6.

As for myself, even though I had the specific computer training, and even though I had more experience than Ralph, Ms. Cameron assigned Ralph more meaningful work assignments. Although Ralph was able to receive better assignments, I was forced to perform menial tasks and do trivial things for Ms. Cameron. My skills were not being utilized. Also, my training was not being utilized. Lastly, although Mr. Smith had indicated that I would be an assistant supervisor, Ms. Cameron treated me as if I was not capable of performing any tasks other than basic tasks.

7.

Another example of Ms. Cameron's different treatment of African-Americans is that she asked the security personnel to check the personal belongings of myself, Mr. William Nichols, and Jason Brown all of whom were African-Americans. Although she had the security personnel check the African-American, she did not have the security personnel check Mr. Ralph. The purpose for her requesting the security to check our belongings, including any bags, was to make sure we were not stealing from the company. I found this not only insulting as it showed a lack of trust, but blatant discrimination because she only had the security personnel check the bags of African-American employees.

8.

Another example of Ms. Cameron's different treatment of the Caucasian employee was that Ralph was allowed to get as much over time as he wanted. Although myself and the two other African-American employees also wanted over time, we were not allowed to receive the over time to the extent that Ralph received it.

9.

Although Ralph was able to take lunch breaks, additional breaks, and come and go as he pleased, Ms. Cameron scrutinized the attendance of myself and the other African-American employees. At times, Ralph did not even use the Sign-In and Out sheet that was required of the other employees. Whenever an African-American employee did not use the Sign-In and Out sheet, Ms. Cameron would speak very harshly with us.

10.

Another example of the different treatment is that Ralph was able to use the telephone during work hours. Although the African-American employees were denied ample access to the telephone, Ralph was able to use the phone whenever he needed.

*And I had children that might need me at a point in time and I didn't get*

Because I believed that Ms. Cameron was blatantly discriminating against myself and other African-Americans because of our race, I approached Mr. Tim Goodly, the Human Resources person at WCW. At this time, Mr. Goodly told me that he was in a transition out of his previous position and that I should speak to Ms. Paula \_\_\_\_\_. *message from Ralph that they called.*

12.

At Mr. Goodly's direction, myself and Mr. Brown and Mr. Nichols spoke with Ms. Paula, the Human Resources representative for WCW. During this meeting, we explained to her each of the above-mentioned ways in which Ms. Cameron was discriminating against African-American people.

13.

Although Ms. Paula took notes, I was not convinced that she was going to take a strong enough action.

14.

The only action that Ms. Paula took was that she set up a meeting with Ms. Cameron. During this meeting Ms. Cameron merely gave her side of the story. I felt that Paula believed Ms. Cameron over the African-American employees who were being discriminated against.

15.

I was completely unsatisfied with the way in which Paula handled this case. Although we had very legitimate complaints of discrimination, nothing was done to stop Ms. Cameron's ongoing discrimination of us. Indeed, Ms. Cameron continued to do the exact same things she did before.

16.

I do not believe that Paula disciplined or took any other steps to correct the discrimination that we endured. Thus, the discrimination continued until ~~we quit~~ *Myself & Mr. Nicholas*

I declare under penalty of perjury that the foregoing is true and correct.

*Catherine Neal*  
Catherine A. Neal

*5.27.02.*  
Executed on (Date)

*I have document ~~attest~~ showing PROOF of the behavior and statement, notes.*

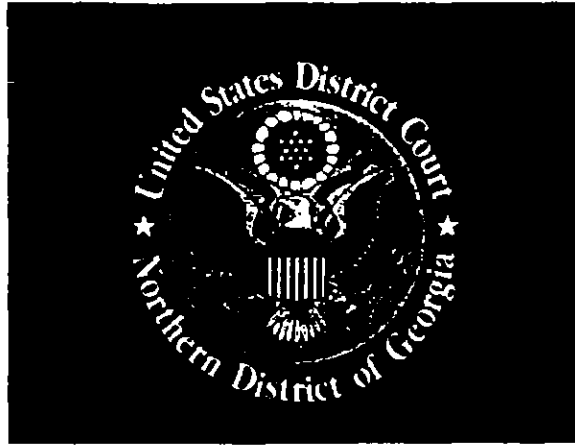


EXHIBIT / ATTACHMENT

L

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(To be scanned in place of tab)

DECLARATION OF SERGEANT STEVE HICKS

Sergeant Steve Hicks gives the following declaration under penalty of perjury and states as follows:

1.

I am a full time law enforcement officer with the Haleyville, Alabama Police Department. I have been in law enforcement for approximately ten (10) years.

2.

I have followed wrestling my entire adult life and am the publisher of a wrestling industry publication entitled *DragonKing Update Report*, which has been in publication since 1999 and has a circulation base of approximately 5,000 readers, both domestically and internationally.

3.

Prior to publishing the *DragonKing Update Report*, I published a similar wrestling newsletter, the *Global Pro-wrestling News* from 1994-1996.

4.

I am also the publisher of *The Ultimate History of Pro Wrestling* (2000) and *The Ultimate Pro Wrestling Book of Lists*, Vols. I and II.

5.

I have maintained records that reflect the content and outcome of professional wrestling matches and events for the various professional wrestling organizations that date back to the early to mid-1990s.

6.

I have records that document who participated in, won and lost every WCW Pay-Per-View Event since WCW's inception. I also have records of this data for every Nitro and Thunder event since 1997.

7.

I maintain a library of wrestling reference books, including every edition of the annual *Wrestling Almanac* (a Pro Wrestling Illustrated publication).

8.

Professional wrestling is a staged event. The outcome of these events are predetermined by writers, who create various stories and storylines for wrestling programs and events.

9.

A wrestler's success in professional wrestling is largely determined by the amount of time and effort a wrestling entity, such as World Championship Wrestling, Inc. ("WCW"), expends to develop and "push" the wrestler's character.

10.

WCW "pushes" a wrestler by giving him or her the opportunity to wrestle on more popular television programs, such as Nitro, Thunder and Pay-Per-View events. This gives wrestling fans the opportunity to become familiar with a wrestler's character, which is essential to establishing a fan-base.

11.

WCW also "pushes" a wrestler by having more-experienced bookers, agents and wrestlers work to develop a new wrestler's charisma, uniqueness of character, crowd appeal, stage presence, microphone skills and wrestling moves.

12.

I have had the opportunity to observe Bobby "Hardwork" Walker wrestle for WCW.

13.

Bobby Walker had as much excitement, charisma, uniqueness, crowd appeal and stage presence as many Caucasian wrestlers who received a significantly greater push from WCW. Unlike Bobby Walker, WCW regularly utilized these wrestlers in its popular television programs.



14.

For example, Bobby Walker was equal in excitement, charisma, uniqueness, crowd appeal, stage presence and athleticism to Chris Canyon, even though WCW spent greater time and energy developing Chris Canyon's character and provided Chris Canyon with more air-time on popular television programs.

15.

Similarly, Bobby Walker was equal in excitement, charisma, uniqueness, crowd appeal, stage presence and athleticism to Alex Wright and Prince Akeia even though WCW spent greater time and energy developing Alex Wright's and Prince Akeia's characters and provided each of them with more air-time on popular television programs.

16.

The times that I witnessed Bobby Walker perform his signature move "walking the ropes," he successfully completed the move. I never witnessed Bobby Walker have any trouble completing this move.

17.

By way of contrast, on at least one occasion, I witnessed Billy Kidman miss his signature move, the "shooting star press," during a televised event. From time-to-time, I witnessed Billy Kidman miss other wrestling moves during televised events.

18.

I declare under penalty of perjury that the foregoing is true and correct.

  
Sergeant Steve Hicks

1-9-03  
\_\_\_\_\_  
Executed on (Date)



## EXHIBIT / ATTACHMENT

A handwritten signature, appearing to be "M", written over a horizontal line.

(To be scanned in place of tab)

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

HARRISON NORRIS,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-0369-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
TURNER SPORTS, INC., and	)	
TURNER BROADCASTING SYSTEM, INC.	)	
	)	
Defendants.	)	

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS'**  
**MOTION FOR SUMMARY JUDGMENT**

Defendants Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc. and hereinafter referred to as "WCW"), Turner Sports, Inc. ("TSI") and Turner Broadcasting System, Inc. ("TBS") submit this memorandum in support of their Motion for Summary Judgment on all claims brought by Plaintiff Harrison Norris ("Norris").

**INTRODUCTION**

Norris filed this action on February 11, 2000, alleging claims of race discrimination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and under the Civil Rights Act of 1866, 42 U.S.C. § 1981; alleging failure to pay overtime and minimum wage, as required by the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq.; and alleging a state law claim of intentional infliction of emotional distress. With respect to

Norris's race discrimination claims, he alleges that WCW (i) discriminated against him due to his race (African-American) with regard to wrestling opportunities and (ii) subjected him to a racially hostile work environment. Norris also alleges that by engaging in such discriminatory conduct, WCW intentionally caused him emotional distress. With respect to Norris's FLSA claims, he alleges that he provided clean-up and training services to WCW for which he was not paid minimum wage and/or overtime. Based upon principles of agency and vicarious liability, Norris seeks not only to hold WCW liable for these alleged acts, but to hold TSI and TBS liable as well.

Norris's claims are completely baseless. Norris has not presented even a scintilla of evidence showing that he was treated differently due to his race. To the contrary, the undisputed evidence establishes that he was given job opportunities and managed like other similarly-situated white wrestlers and/or trainees at WCW. In addition, the record shows that Norris was not subjected to a racially hostile work environment, and that he did not provide services to WCW for which compensation was required but not paid.

Because WCW's decisions and actions taken with regard to Norris were based on legitimate, non-discriminatory business reasons that had nothing to do with Norris's race, and because

Norris is not entitled to recover overtime or any other type of compensation under the FLSA for services allegedly provided to WCW, summary judgment should be granted in WCW's favor on all of Norris's claims. Moreover, because Norris's claims against TSI and TBS derive from Norris's claims against WCW and are based on principles of agency and vicarious liability, summary judgment also should be granted in favor of TSI and TBS on all of Norris's claims.

#### **STATEMENT OF FACTS**

##### **WCW's Business**

WCW created, produced, and marketed professional wrestling events during the 1990s and through March 2001. (Affidavit of Diana Myers (hereinafter "Myers Aff.") ¶ 3 (a copy of this affidavit is attached hereto as Exhibit A)). WCW's wrestling events were seen by live audiences and/or aired on various television networks and pay-per-view cable and satellite systems. (Id.) The wrestlers and other on-screen talent who appeared in WCW's wrestling events provided their services to WCW as independent contractors, either through formal written contracts or without written agreements. (Id. at ¶ 4). WCW's wrestling events, both live and taped, were created by a creative team of

writers and producers at WCW, with the goal of entertaining wrestling fans and general audiences nationwide.<sup>1</sup> (Id.)

After having much commercial and financial success in the mid-to-late 1990s, WCW's business suffered a sharp downturn in 1999. (Myers Aff. ¶ 6). In 1999, WCW lost significant sums of money and, thus, only added new talent that it perceived was likely to generate substantial revenue. (Id.) WCW also began reducing the compensation of existing talent where possible, and began producing fewer and fewer wrestling events to reduce costs. (Id.) Moreover, because of the downturn in 1999, which continued over the next two years, WCW had less and less need for wrestling services, including on-screen talent, trainers, and creative staff. (Id. at ¶¶ 6-7). WCW even terminated some of its televised events, including a taped show commonly referred to as its "Saturday Night" show, in early 2000. (Id. at ¶ 6). Despite these efforts, WCW's business downturn continued, and in March 2001, WCW sold certain of its assets and completely ceased its operations. (Id. at ¶ 8). After the sale of assets was

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<sup>1</sup> Traditionally, individuals known as "bookers" were responsible for "booking" matches at arenas or live events. As the business changed and professional wrestling became more of a television property, "bookers" also began creating wrestling events for television. More recently, although individuals known as "bookers" continued to be involved in creating wrestling events, WCW brought in additional writers and staff as part of the creative team. (Deposition of Eric A. Bischoff ("Bischoff Dep.") at 46-49).

completed, WCW changed its name to Universal Wrestling Corporation. (Id.)

**Norris's Background And Relationship With WCW**

Norris's relationship with WCW began in August 1995 when he was accepted into the professional wrestling training program held at WCW's "Power Plant" facility. (Deposition of Harrison Norris, Jr. (hereinafter "Norris Dep.") at 25).<sup>2</sup> The purpose behind this training program was to help Norris develop not only the physical and wrestling skills necessary to wrestle professionally with WCW, but also the charisma, acting ability, and uniqueness necessary both to appeal to the masses and to compete in wrestling matches with minimal instruction. (Affidavit of Joseph N. Hamilton (hereinafter "Hamilton Aff.") ¶ 5 (a copy of this affidavit is attached hereto as Exhibit B)). Norris initially paid a fee of \$250.00 for wrestling training and instruction at the WCW Tryout/Workout Camp, and after completing this initial training period, he continued to train at the Power Plant on an ongoing basis and paid WCW periodically for his training and instruction. (Hamilton Aff. ¶ 6).

Eventually, Jody Hamilton, who was the head of the Power Plant at the time, extended a scholarship to Norris, which allowed

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<sup>2</sup> Excerpts of deposition testimony and copies of deposition exhibits referenced herein are included in the Appendix, filed simultaneously herewith.

Norris to continue receiving wrestling instruction and training without the obligation to pay the associated fees. (Id.) Such additional training was necessary for Norris, because he had not yet mastered certain wrestling maneuvers and needed to substantially improve his wrestling skills. (Hamilton Aff. ¶ 7; Deposition of Martin Lunde (hereinafter "Lunde Dep.") at 58-59). In fact, when Norris received this training scholarship, he appeared clumsy and inexperienced in the ring, and lacked the excitement and charisma necessary to generate crowd interest. (Hamilton Aff. ¶ 7; Deposition of Paul Worden "Terry" Taylor, III (hereinafter "Taylor Dep.") at 111; Lunde Dep. at 58-59). Norris had also developed a reputation as a troublemaker with a bad attitude, who was too flamboyant and boastful. (Hamilton Aff. ¶ 7; Norris Dep. at 101; Deposition of Jimmy R. Hart (hereinafter "Hart Dep.") at 104). For those reasons, WCW never promised or reassured Norris that it would heavily promote or push him. (Norris Dep. at 36). Nevertheless, Norris was offered the opportunity to continue training because Mr. Hamilton believed that Norris had the potential to become a fairly successful wrestler at some point. (Hamilton Aff. ¶ 7).

In a further effort to try to develop Norris's potential during his training period, WCW offered Norris numerous wrestling opportunities, for which he was paid a set fee. (Norris Dep. at



62-67, 81-83). From 1996 through 1998 Norris wrestled in various televised WCW events, including "Monday Nitro," "WCW Pro Wrestling," "WCW Saturday Night," and "WCW Worldwide Wrestling." (Id.; Affidavit of James A. Morrison (p/k/a "J.J. Dillon") (hereinafter "Dillon Aff.") ¶ 6 (a copy of this affidavit is attached hereto as Exhibit C); Affidavit of Paul Orndorff (hereinafter "Orndorff Aff.") ¶ 5 (a copy of this affidavit is attached hereto as Exhibit D)). Because Norris was not a polished wrestler and lacked the charisma of WCW's better wrestling talent, he was generally used during these matches as "enhancement talent."<sup>3</sup> (Deposition of Paul Orndorff (hereinafter "Orndorff Dep.") at 74; Orndorff Aff. ¶ 5). Nevertheless, WCW gave Norris numerous and substantial opportunities to develop his stage presence, improve his wrestling technique, create a fan base and learn from those wrestlers who had already developed the requisite skills to be successful. (Orndorff Aff. ¶ 5).

Not only was Norris frequently selected to participate in wrestling matches with big-name wrestlers, he also was given other opportunities to promote himself within WCW, such as by making commercials for the organization. (Norris Dep. at 97). In fact,

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<sup>3</sup> Enhancement talent would help to promote and market the talents of those wrestlers who were or had the potential to be big-name wrestlers for WCW, by allowing these wrestlers to win the matches, and, in the process, demonstrate their skills and signature moves. (Orndorff Dep. at 75; Taylor Dep. at 121).

while training, Norris appeared in a pay-per-view commercial and video shoot with Eric Bischoff, who was at that time the Vice President of WCW. (Id.)

**WCW Relocates And Restructures Its Training Program**

At the end of 1998 and into 1999, WCW transferred its Power Plant facility from its previous location to a new location on Log Cabin Drive, in Smyrna, Georgia. (Orndorff Aff. ¶ 6). WCW established this new facility to serve as WCW's training facility for a smaller group of wrestler trainees than the group that had previously been training at the former Power Plant location.

(Id.) WCW intended to enter into written independent contractor agreements with all of the wrestlers selected to train at this new facility. (Id.)

**WCW Selects Norris To Receive An Independent Contractor Agreement**

To select the individuals who would be signed to these agreements, WCW training officials spent roughly six to eight weeks evaluating the skills and talents of the approximately forty individuals who were then training at the Power Plant. (Orndorff Aff. ¶ 7). At the end of this period, WCW conducted "tryout" sessions and matches among all of the trainees. (Id.) At the conclusion of these try-outs, Norris was among those trainees selected to be signed to an agreement and to continue training at the new Power Plant location. (Id.) Although Norris had not yet

developed his skills to the degree expected of WCW's professional wrestlers, Norris was chosen because he worked hard at the Power Plant. (Id.)

After the try-out process, Norris formally entered into a trainee Agreement with WCW, as an independent contractor, on April 19, 1999. (Norris Dep. at 61-62; Independent Contractor Agreement, dated April 19, 1999 ("1999 Agreement"), Defendants' Exhibit 7 to Norris Dep.). The Agreement had a term of one year, and established that Mr. Norris would be paid \$3,250 per month. (Norris Dep. at Exh. 7). The Agreement also expressly provided that WCW could terminate it for any reason with fourteen (14) days advance notice. (Id.)

**Norris Fails To Improve And WCW Terminates His Independent Contractor Agreement**

After signing this Agreement, Norris continued to train in the new Power Plant location. (Orndorff Aff. ¶ 7). As before, he continued to receive enhancement talent opportunities as they became available. (Dillon Aff. ¶ 6). In 1999, Norris wrestled in several matches, including matches televised during "WCW Saturday Night" and "WCW Worldwide Wrestling." (Id.). However, because Norris had failed to master even the basic wrestling maneuvers and still appeared "green" in the ring, he was not given the same opportunities as other wrestlers who were more experienced,

polished and/or talented. (Dillon Aff. ¶¶ 5-6; Orndorff Aff. ¶¶ 8-9).

In September of 1999, the Director of the Power Plant, Paul Orndorff, evaluated all of the trainees at the Power Plant, a process in which he periodically engaged, to assess their overall progress and development. (Orndorff Aff. ¶ 8). In evaluating Norris, Mr. Orndorff determined that his persona, character and talents were not particularly notable and that he did not stand out as a potential star wrestler among the trainees. (Orndorff Aff. ¶ 9). Moreover, Mr. Orndorff, drawing upon his extensive experience in the wrestling industry, concluded that Norris was not likely to be successful or to advance beyond the trainee level. (Id.) At this same time WCW was suffering from financial difficulties and had embarked on a major cost reduction effort. (Dillon Aff. ¶ 8). As part of this effort, WCW terminated the contracts of some of its lesser skilled trainees and wrestlers. (Id.) Because Norris was a lesser skilled trainee and wrestler, after giving him the required advance notice, WCW terminated his Agreement in October of 1999. (Norris Dep. at 125; Dillon Aff. ¶¶ 8-9; Orndorff Aff. ¶¶ 9-10).

## ARGUMENT AND CITATION OF AUTHORITY

### I. THE SUMMARY JUDGMENT STANDARD.

Summary judgment is appropriate if the evidence before the Court shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c); see Vason v. City of Montgomery, 240 F.3d 905, 907 (11th Cir. 2001). To survive summary judgment, the nonmoving party must come forward with concrete evidence in the form of "specific facts showing that there is a genuine issue for trial." Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587, 106 S. Ct. 1348, 89 L. Ed. 2d 538 (1986) (emphasis added).

The summary judgment rule applies with equal force in discrimination cases. In fact, the Eleventh Circuit recently held:

While acknowledging that questions of fact in job discrimination cases are "both sensitive and difficult" and "[t]here will seldom be 'eyewitness' testimony as to the employer's mental processes," the [U.S.] Supreme Court has told us that "none of this means that trial courts or reviewing courts should treat discrimination differently from other ultimate questions of fact." St. Mary's Honor Ctr. v. Hicks, 509 U.S. 502, 524 (1993). ...And quite recently, the [U.S. Supreme] Court rejected a rule which would have made it easier for job discrimination plaintiffs to get their case to a jury, explaining that "[t]o hold otherwise would be effectively to insulate an entire category of employment discrimination cases from [appropriate] review..., and we have reiterated that trial courts should not treat discrimination differently from other

ultimate questions of fact." Reeves, 120 S. Ct. at 2109. ...The long and short of it is that the summary judgment rule applies in job discrimination cases just as in other cases. No thumb is to be placed on either side of the scale.

Chapman v. Al Transport, 229 F.3d 1012, 1026 (11th Cir. 2000). As demonstrated herein, Norris has not and cannot present evidence sufficient to create a genuine issue of material fact on any of his claims. Accordingly, Defendants are entitled to summary judgment on all of Norris's claims.<sup>4</sup>

**II. SUMMARY JUDGMENT SHOULD BE GRANTED AS TO NORRIS'S § 1981 CLAIMS BECAUSE NORRIS CANNOT ESTABLISH THAT HE WAS DISCRIMINATED AGAINST ON THE BASIS OF HIS RACE.**

In a disparate treatment case such as this one, Norris must prove "intentional discrimination" to prevail. See Reeves v. Sanderson Plumbing Prods., Inc., 530 U.S. 133, 153, 120 S. Ct. 2097, 147 L. Ed. 2d 105 (2000); Texas Dep't of Community Affairs v. Burdine, 450 U.S. 248, 256, 101 S. Ct. 1089, 67 L. Ed. 2d 207 (1981). Because Norris cannot present direct evidence of discrimination, the proof scheme articulated in McDonnell Douglas Corp. v. Green, 411 U.S. 792, 93 S. Ct. 1817, 36 L. Ed. 2d 668 (1973), applies to his claim of disparate treatment. See Texas

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<sup>4</sup> Norris's claims against TSI and TBS are based on theories of derivative liability. (Third Amended Complaint ¶¶ 33-45). Norris does not claim that either TSI or TBS took any improper actions against Onoo or violated any law as to Onoo. Rather, Onoo claims that WCW took such actions, and that TSI and TBS should be held accountable due to their purported relationship with WCW. (Id.) Because Onoo's claims against WCW fail as a matter of law, Onoo's derivative claims against TSI and TBS also fail.

Dep't of Community Affairs, 450 U.S. at 254. Under the McDonnell Douglas proof scheme, Norris must present circumstantial evidence sufficient to establish a prima facie case of discrimination. Farrior v. H.J. Russell & Co., 45 F. Supp. 2d 1358, 1366 (N.D. Ga. 1999).

The mere presentation of circumstantial evidence is not sufficient to defeat a motion for summary judgment. Even if a plaintiff can establish a prima facie case of race discrimination, the burden then shifts to the defendant to articulate a legitimate, nondiscriminatory reason for its actions regarding the plaintiff. Reeves, 530 U.S. at 142. The defendant is not required to prove absence of discriminatory motive, but merely to articulate some legitimate reason for its actions. Moreover, the defendant's burden is one of production and not persuasion. See id.; Burdine, 450 U.S. at 253.

Once such a reason is articulated, any presumption of discrimination arising out of the prima facie case "simply drops out of the picture." St. Mary's Honor Ctr. v. Hicks, 509 U.S. 502, 510-511, 113 S. Ct. 2742, 125 L. Ed. 2d 407 (1993). The plaintiff must then "prove by a preponderance of the evidence that the legitimate reasons offered . . . were not [the] true reasons, but were a pretext for discrimination." Texas Dep't of Community Affairs, 450 U.S. at 253; see Reeves, 530 U.S. at 143. The

plaintiff must present "concrete evidence in the form of specific facts which show that the defendant's proffered reason is mere pretext. Mere conclusory allegations and assertions will not suffice." Earley v. Champion Int'l Corp., 907 F.2d 1077, 1081 (11th Cir. 1990). "The ultimate burden of persuading the trier of fact that the defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff." St. Mary's Honor Center, 509 U.S. at 507 (quoting Burdine, 450 U.S. at 253).

As demonstrated herein, Norris cannot establish that WCW intentionally discriminated against him because of his race by not providing him with additional, more prestigious, wrestling opportunities. Moreover, Norris's hostile work environment claim lacks legal or factual support. Accordingly, Defendants are entitled to summary judgment on Norris's § 1981 claims.

**A. Norris Cannot Establish That He Was Denied Wrestling Opportunities Because Of His Race.**

Most of Norris's allegations boil down to a "failure-to-promote" or "failure-to-advance" type claim. Norris alleges that WCW failed to provide him with opportunities to wrestle on televised events and/or in more prestigious matches because of his race. (Third Amended Complaint ¶ 53). Norris, however, cannot produce any evidence that WCW actually and intentionally refused to give him additional wrestling positions "because of" his race. Oncale v. Sundowner Offshore Services, Inc. 523 U.S. 75, 78, 118



S. Ct. 998, 140 L. Ed. 2d 201 (1998) (quoting 42 U.S.C. § 2000e-2(a)(1)) (emphasis added).

Norris cannot establish a prima facie case of failure to promote on account of his race. To do so under the McDonnell-Douglas framework, Norris must show: (1) that he was a member of a protected class; (2) that he sought or applied for one or more positions; (3) that he was otherwise qualified for the positions sought; and (4) that, after his rejection, the positions remained open or were filled by a person outside his protected class. See Schoenfield v. Babbitt, 168 F.3d 1257, 1267 (11th Cir. 1999). The record is devoid of any evidence establishing that Norris was qualified for the wrestling positions or opportunities about which he complains.

Because wrestling matches are a form of entertainment and are scripted, charisma, crowd appeal, uniqueness, wrestling skill, physical capabilities, persona and acting ability are essential prerequisites for a wrestler to receive consistent wrestling opportunities on WCW's more popular televised events. (Dillon Aff. ¶ 4; Orndorff Aff. ¶ 4). The uncontroverted evidence shows that Norris lacked the requisite skills to wrestle on WCW's more popular events as a top talent. (Orndorff Aff. ¶¶ 9, 10; Dillon Aff. ¶¶ 5-8; Hamilton Aff. ¶¶ 7-8; Lunde Dep. at 58-59; Taylor Dep. at 111). Norris was clumsy in the ring, lacked the ability

to improvise in the ring, lacked stage presence and charisma, and lacked the ability to entertain. (Hamilton Aff. ¶¶ 7-8; Dillon Aff. ¶¶ 5-8; Lunde Dep. at 58-59). Even after receiving extensive training and performance opportunities with WCW, Norris's wrestling skills, ability to follow instruction, and ability to entertain never significantly improved. (Dillon Aff. ¶ 8; Hamilton Aff. ¶¶ 7-8). Norris's poor attitude and reputation as a troublemaker also impeded his advancement. (Hamilton Aff. ¶ 7). For all of the foregoing reasons, and not because of Norris's race, WCW generally only used Norris in wrestling matches as enhancement talent and Norris never advanced to a higher wrestling status within WCW. (Dillon Aff. ¶¶ 5, 7, 8; Hamilton Aff. ¶ 7-8). Because Norris cannot establish that he was qualified for the opportunities he claims he was denied, his failure to promote claim fails.

Norris has also failed to make out a prima facie case of disparate treatment with respect to advancement opportunities, because he cannot point to any similarly situated white wrestler within WCW who was given more and better wrestling opportunities than Norris was given.

To succeed on a disparate treatment claim for failure to promote, Norris must establish "that similarly situated or less qualified [individuals] were promoted or transferred" to the

position about which he complains. Pashoian v. GTE Directories, 208 F. Supp. 2d, 1293, 1308 (M.D. Fla. 2002). Norris claims that Kevin Nash, Lex Luger, Scott Steiner, and Tank Abbott were "similarly situated to him." (Norris Dep. at 265-66). In making this assertion, however, Norris relies on nothing more than his own subjective opinion. Norris's subjective opinion that he was similarly situated to or better qualified than other wrestlers who received opportunities to wrestle on WCW's more popular events is insufficient. See Lee v. GTE Florida, Inc., 226 F.3d 1249, 1254 (11th Cir. 2000) (explaining that "an employee's own opinions about his . . . qualifications do not give rise to a material factual dispute") (quoting Simms v. Oklahoma ex rel. Dept. of Mental Health and Substance Abuse Svcs., 165 F.3d 1321, 1329-30 (10th Cir. 1999), cert. denied, 528 U.S. 815, 120 S. Ct. 53 (1999)); see also Ramsey v. Leath, 706 F.2d 1166, 1170 (11th Cir. 1983) (instructing that an employee's subjective belief does not establish a jury issue).

In any event, to sustain a claim of discrimination, Norris must do more than show that he was better qualified than another individual who received the position that he wanted. Denney v. City of Albany, 247 F.3d 1172, 1187 (11th Cir. 2001) (quoting Lee v. GTE Florida, Inc., 226 F.3d 1249, 1253-54 (11th Cir. 2000 (quotations omitted)). "Disparities in qualifications are not

enough in and of themselves to demonstrate discriminatory intent unless these disparities are so apparent as virtually to jump off the page and slap you in the face." Id.; see also Miller v. Bed, Bath & Beyond, Inc., 185 F. Supp. 2d 1253, 1271 (N.D. Ala. 2002). Here, Norris cannot even establish that the wrestlers to whom he points were similarly situated to him with respect to charisma, crowd appeal, experience, persona, wrestling skill, uniqueness, the ability to take instruction well, and acting ability. Because he is unable to meet this lesser burden as to these other wrestlers, he most certainly cannot establish that he was *more qualified* than they were. Accordingly, Norris cannot establish a prima facie case of discrimination in denial of opportunities, and this claim fails.

**B. WCW Has Articulated Legitimate, Nondiscriminatory Reasons For Not Providing Norris With Additional Wrestling Opportunities.**

Norris's failure to promote/advance claim also fails because WCW has established that it had legitimate, nondiscriminatory reasons to explain why Norris was not provided with additional, more prestigious wrestling opportunities. The undisputed evidence of record establishes that Norris received less prestigious wrestling opportunities because he lacked the basic skills necessary to be a highly successful wrestler within WCW despite extensive training and numerous opportunities as enhancement

talent. The record also shows that in 1999, WCW was experiencing and responding to a business downturn, had less need for mediocre wrestling talent and terminated many talent as a cost-cutting measure. (Myers Aff. ¶ 5). Accordingly, WCW could not afford to provide additional opportunities to inferior performers such as Norris. Because Norris cannot and does not dispute that such a downturn occurred, that there was less need for mediocre wrestling talent and that he was considered a lesser performer, he is unable to establish that the nondiscriminatory reasons offered by WCW are a pretext for discrimination. Accordingly, Norris's claim fails. See Burdine, 450 U.S. at 256 (to survive summary judgment, a plaintiff must directly persuade the court that a "discriminatory reason more likely motivated [WCW] or indirectly [prove discrimination] by showing that [WCW]'s proffered explanation is [pretextual and] unworthy of credence.").

**C. Norris Cannot Establish That He Was Subjected To A Racially Hostile Work Environment.**

Norris also alleges that while with WCW he was subjected to a racially hostile environment. (Third Amended Complaint ¶ 54). In support of this claim, Norris claims that while he was at WCW, racial slurs were allegedly made to third parties, he was "required" to assist in cleaning the Power Plant facility during his training period, and that he was "required" to help assemble and disassemble the wrestling ring during training. (Norris Dep.

at 222-35). With respect to the alleged statements about which Norris complains, Norris claims (1) that Terry Taylor allegedly said that African-American women generally have large behinds; (2) that another trainee allegedly told him that people do not like him because he is black; and (3) that some of the trainees and wrestlers allegedly used the word "nigger" in reference to other WCW wrestlers and/or trainees. (Norris Dep. at 226-35). Even assuming the truth of Norris's allegations, as a whole they are insufficient to establish that he was subjected to a racially hostile work environment.

To succeed on his hostile work environment claim, Norris must demonstrate that the alleged actions of WCW "altered the condition of the workplace, creating an objectively abusive and hostile atmosphere." Edwards v. Wallace Community College, 49 F.3d 1517, 1521 (11th Cir. 1995) (citing Harris v. Forklift Sys., Inc., 510 U.S. 17, 21, 114 S. Ct. 367, 126 L. Ed. 2d 295 (1993)). "For example, the racial slurs allegedly spoken . . . had to be so 'commonplace, overt and denigrating that they created an atmosphere charged with racial hostility.'" Id. (quotations omitted). Factors that must be considered in assessing the merits of a hostile environment claim include the frequency and severity of the alleged discriminatory conduct, whether the conduct was threatening or humiliating, and whether it unreasonably interfered

with Norris's work performance with WCW. Id. at 1521-22. In light of this standard, Norris's claim fails, because, even assuming the truth of every incident that Norris describes in support of his claim, these incidents are insufficient as a matter of law to create a racially hostile work environment.<sup>5</sup>

It is undisputed that the alleged statements about which Norris complains were allegedly made over a four-year time period. (Norris Dep. at 222-35). Such sporadic comments, although inappropriate if made, are insufficient to establish that the environment at WCW was permeated with racial hostility. See Hudson v. Norfolk Southern Railway Co., 209 F. Supp. 2d 1301, 1314 (11th Cir. 2001) (explaining that instances of racial slurs must be more than sporadic to be sufficient to support a hostile work environment claim); Ealey v. Dekalb County Hosp. Auth., 59 Fair Empl. Prac. Cases (BWA) 1803, 1998 WL 384902 (N.D. Ga. 1998) (same); see also Henson v. City of Dundee, 682 F.2d 897, 904 (11th Cir. 1982) (explaining that the "mere utterance of an ethnic or racial epithet which engenders offensive feelings in an employee

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<sup>5</sup> To the extent that any of Norris's claims are based on events that occurred prior to February 11, 1998, such claims are barred by the statute of limitations. More specifically, in Georgia, the applicable statute of limitations for § 1981 claims is two (2) years. See Alexander v. Fulton County, GA, 207 F.3d 1303, 1346 (11th Cir. 2000); Butler v. Matsushita Comm. InCHECK Corp. of U.S.A., 203 F.R.D. 575, 583 (N.D. Ga. 2001).

does not rise to a Title VII [or Section 1981] violation" and that isolated incidents of harassment are not actionable).

The Eleventh Circuit has clearly instructed that infrequent, petty annoyances do not give rise to the level of severity and pervasiveness necessary to establish a hostile environment claim. Harris, 510 U.S. at 21; E.E.O.C. v. Beverage Canners, Inc., 897 F.2d 1067, 1068 (11th Cir. 1990). The alleged discriminatory conduct about which Norris complains was far from "commonplace"; it was not harsh or severe; and it was not physically threatening, as must be established for his claim to succeed. See Edwards, 49 F.3d at 1521 (explaining that racial slurs must be so "commonplace, overt and denigrating that they create an atmosphere charged with racial hostility"). Accordingly, this claim fails.

Not only does the record establish that these alleged statements were sporadic in nature, but the record also establishes that the majority of the alleged statements were not even directed towards Norris or made in his presence, but rather, were simply unconfirmed hearsay and conjecture. Norris concedes that many of the alleged statements that were made outside his presence, were made by third parties who were speculating about him and his relationship with WCW, or were directed to other wrestlers. (Norris Dep. at 222-35). Norris may not rely on hearsay statements of this type to defeat summary judgment. See



Pritchard v. Southern Co. Servs., 92 F.3d 1130, 1135 (11th Cir. 1996) (instructing that inadmissible hearsay cannot be offered to defeat a summary judgment motion when it is not reducible to admissible form at trial); Evans v. McClain of Georgia, Inc., 131 F.3d 957, 962 (11th Cir. 1997) (concluding that the district court correctly dismissed hearsay evidence because it was "not significantly probative" and was based on "gossip, common knowledge and hearsay statement of an unidentified representative"); see also Edwards, 49 F.3d at 1520-21 (concluding that hostile work environment claim was without merit because many of the alleged statements were either speculation or hearsay, and because there was insufficient information as to when the alleged statements were made).

Norris's hostile work environment claim also fails because he cannot support his allegation with "any specific examples of how [the alleged] discriminatory conduct . . . had a deleterious effect on his [work] performance." See Mitchell v. Carrier Corp., 954 F. Supp. 1568, 1578 (M.D. Ga. 1995), aff'd, 108 F.3d 343 (11th Cir. 1997); see also Evans v. Pemco Aeroplex, 1998 WL 1048470, No. CIVACV96-S-2801-S (N.D. Ala. Feb. 23, 1998) (explaining in case in which five incidents of racist conduct occurred, including the use of nooses and the letters "KKK," that without evidence that the incidents affected [the plaintiff's] work performance, the court

could not conclude that the alleged harassment was sufficiently severe and pervasive to alter a term or condition of employment). In this case, not only has Norris failed to establish that his performance declined because of any alleged acts of discrimination, he has, to the contrary, claimed that his performance at WCW was so exemplary as to warrant advancement. (Norris Dep. at 149, 152, 156, 163-64, 167). Norris can offer no evidence of the kind of "discriminatory intimidation, ridicule, and insult" that is "sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment." Harris v. Forklift Systems, Inc., 510 U.S. at 21.

Norris's assertions that he was required to help clean up the Power Plant and to help assemble and take down the wrestling ring do not salvage his claim. (Norris Dep. at 228-29). As Norris has admitted, WCW also instructed white wrestler trainees at the Power Plant to help clean up the Power Plant and to help assemble and take down the wrestling ring as part of the training program. (Norris Dep. at 46-47). Because cleaning up the Power Plant and assembling the wrestling ring were race-neutral incidents of training at the Power Plant, Norris cannot rely on that evidence in support of his hostile work environment claim, and his claim

fails. Smith v. Mount Sinai Medical Ctr. of Greater Miami, Inc., 36 F. Supp. 2d 1341, 1346 (S.D. Fla. 1998).

**III. SUMMARY JUDGMENT SHOULD BE GRANTED AS TO NORRIS'S TITLE VII CLAIMS BECAUSE NO EMPLOYER-EMPLOYEE RELATIONSHIP EXISTED BETWEEN NORRIS AND WCW.**

Norris also asserts claims of race discrimination under Title VII of the Civil Rights Act of 1964. (Third Amended Complaint ¶¶ 51-53). The undisputed facts of record conclusively establish that Norris cannot maintain a discrimination claim under Title VII.

A Title VII race discrimination claim requires that an employment relationship exist between the plaintiff and the defendant. Holloman v. Northeast Georgia Area Development Comm'n, 740 F. Supp. 1571, 1575 (M.D. Ga. 1990). Independent contractor relationships are outside the statute's scope. See Cobb v. Sun Papers, Inc., 673 F.2d 337, 339-42 (1982), cert. denied, 459 U.S. 874, 103 S. Ct. 163, 74 L. Ed. 2d 135 (1982); see also Holloman, 740 F. Supp. at 1575 (explaining that if the plaintiff "were an independent contractor, and not an agent or employee [of the defendant], then there would be no 'employment relationship' between the two and [the plaintiff] would not be subject to Title VII's protections").

To determine whether a particular individual is an employee or an independent contractor, courts employ common law principles

of agency. See Cobb, 673 F.2d at 341. Among the factors to be considered in determining whether an individual is an employee or an independent contractor are the hiring party's right to control, the level of skill required, the source of equipment and tools, the duration of the relationship, the method of payment, the provision of employee benefits, the tax status of the parties and the intent of the parties. Nationwide Mutual Ins. Co. v. Darden, 503 U.S. 318, 323-24, 112 S. Ct. 1344, 117 L. Ed. 2d 581, 589-90 (1992) (citing Community for Creative Non-Violence v. Reid, 490 U.S. 730, 751-52, 109 S. Ct. 2166, 104 L. Ed. 811 (1989)). Applying the above factors, the uncontroverted evidence establishes that Norris was an independent contractor with WCW, and not an employee.

First, WCW exercised minimal control over the means and the manner of Norris's performance as a professional wrestler. Norris was given significant creative freedom to choreograph his matches and to achieve the predetermined result. (Dillon Aff. at ¶ 7). Norris also developed his own persona, character, stage name, costume and gimmick. (Id.; Norris Dep. at 88-89).

Further, professional wrestling requires significant specialized skills. By his own admission, Norris underwent extensive training to develop the skills necessary to be a professional wrestler with WCW. (Norris Dep. at 88). This factor

also supports the conclusion that Norris was an independent contractor. Wolf v. Coca-Cola Co., 200 F.3d 1337, 1360 (11th Cir. 2000).

Also consistent with the conclusion that Norris was an independent contractor, and not an employee, Norris's Agreement with WCW was for a short and fixed term (one year), Norris received no fringe benefits, and he paid his own taxes. (Norris Dep. at Exh. 7 (1999 Independent Contractor Agreement, ¶ 2)).

Lastly, the parties indisputably understood and intended an independent contractor relationship. Norris admitted that he was an independent contractor with WCW during all times relevant to this lawsuit. (Norris Dep. at 119). Moreover, the Agreement Norris signed expressly states that Norris was providing services to WCW as an independent contractor, and not as an employee. (Norris Dep. at Exh. 7 (1999 Independent Contractor Agreement, ¶ 2)). The Agreement is also labeled on the first page as an "Independent Contractor Agreement." (Id.) All of the above facts establish that Norris was an independent contractor, and not an employee, of WCW.

This Court has previously considered the issue of whether a professional wrestler for WCW was an independent contractor for purposes of Title VII. In Ranger Ross v. World Championship Wrestling, Inc., Civil No. 1:93-CV-1206-JEC (N.D. Ga. 1994)

(unpublished opinion),<sup>6</sup> the Court concluded that, because the plaintiff professional wrestler had a certain level of control over his performance in matches and creativity for his character, he was an independent contractor and not an employee for purposes of Title VII. (*Id.* at 15-16). Likewise, in this case, given the control Norris had over the performance of his services in wrestling events, and all of the factors noted above, the requisite employment relationship did not exist between Norris and WCW for Title VII to apply. Therefore, summary judgment should be granted as to all of Norris's Title VII claims.<sup>7</sup>

**IV. SUMMARY JUDGMENT SHOULD BE GRANTED AS TO NORRIS'S FLSA CLAIMS BECAUSE NO EMPLOYER-EMPLOYEE RELATIONSHIP EXISTED BETWEEN NORRIS AND WCW.**

Norris asserts that WCW failed to pay him minimum wage and overtime, as required by the FLSA, during the time that he was training at the Power Plant and providing wrestling services to WCW. (Third Amended Complaint ¶¶ 61-63, 67-69). However, FLSA provides minimum wage and maximum hour protection only to employees as defined therein. 29 U.S.C. §§ 203(e)(1) and (g), 206(a), and 207(a). Because Norris cannot demonstrate that he was

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<sup>6</sup> A copy of the Court's opinion is attached hereto as Exhibit E.

<sup>7</sup> Even assuming arguendo, that the requisite employer-employee relationship did exist between Norris and WCW, Norris's Title VII claim still fails for all of the same reasons that Norris's § 1981 claims fail. See *Standard v. A.B.E.L. Servs., Inc.*, 161 F.3d 1318, 1330 (11th Cir. 1998) (explaining that "both Title VII and Section 1981 have the same requirements of proof and use the same analytical framework").

an "employee" of WCW during the time for which he asserts claims for minimum wage and overtime pay, Norris's FLSA claim fails.

To determine whether a FLSA-covered employer-employee relationship exists, courts "look not to the common law definitions of those terms, . . . but rather to the 'economic reality' of all the circumstances concerning whether the putative employee is economically dependent upon the alleged employer." Aimable v. Long and Scott Farms, 20 F.3d 434, 439 (11th Cir. 1994) (emphasis added) (citing Rutherford Food Corp. v. McComb, 331 U.S. 722, 730 (1947)), cert. denied, 513 U.S. 943, 115 S. Ct. 351, 130 L. Ed. 2d 306 (1994). Where an individual provides services to several different companies, performs his services by the job, rather than on a more permanent basis, uses his own material, and exercises control over the manner in which he performs his services, he is, in "economic reality", an independent businessman, not an employee covered by the FLSA. Donovan v. Tehco, Inc., 542 F.2d 141, 143-44 (5th Cir. 1981).

Application of the "economic reality" test to Norris conclusively establishes that, during the time he was training at the Power Plant and providing services to WCW as a wrestler, Norris was an independent businessman and not an employee. He "worked for several other [employers] during the period at issue, invariably worked by the job rather than by the hour, supplied his

own materials . . . , and possessed . . . independence and creative freedom in" deciding the manner in which he would achieve the desired results in his wrestling matches. Donovan, 542 F.3d at 140. (See Norris Dep. at 74, 78-81; Dillon Aff. ¶ 7).

During the same period that Norris was training with and providing wrestling services to WCW, Norris also performed in a number of "tough man" competitions for a competing enterprise. (Norris Dep. at 74-75). He also managed his own wrestling organization during this time and was paid accordingly. (Norris Dep. at 106, 246-49). The fact that Norris engaged in other compensated work outside of WCW during this time evidences that he was not an employee of WCW.

Additionally, as discussed in Section III above, in connection with his performances for WCW, Norris developed his own gimmick, character, name and persona, and provided his own costume. (Norris Dep. at 88-89; Dillon Aff. ¶ 7). All of the above facts demonstrate that, as a matter of economic reality, Norris was not an "employee" under the FLSA. Therefore, Defendants are entitled to summary judgment on Norris's FLSA claim. See Donovan, 542 F.2d at 143-44.<sup>8</sup>

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<sup>8</sup> Even assuming arguendo, that Norris qualifies as an employee for purposes of FLSA, Norris's claim with respect to overtime under FLSA must fail, nonetheless, because Norris has failed to establish that he worked in excess of forty (40) hours in any given week that he provided services to WCW. Likewise, because



**V. SUMMARY JUDGMENT SHOULD BE GRANTED ON NORRIS'S INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIM BECAUSE WCW DID NOT ENGAGE IN ANY OUTRAGEOUS CONDUCT.**

Norris contends that WCW, by allegedly engaging in racially discriminatory conduct, intentionally inflicted severe emotional distress on him. (Third Amended Complaint ¶ 58). This claim is baseless.

To establish a claim for intentional infliction of emotional distress under Georgia law, a plaintiff must establish: (1) intentional or reckless conduct; (2) extreme and outrageous conduct by the defendant; (3) severe emotional distress suffered by the plaintiff; and (4) a causal connection between the conduct and the emotional distress. Hendrix v. Phillips, 207 Ga. App. 394, 395, 428 S.E.2d 91, 92-93 (1993).

To be "extreme and outrageous," the alleged conduct must be so "terrifying or insulting as naturally to humiliate, embarrass or frighten" the plaintiff and so severe that "no reasonable man could be expected to endure" these actions. Beck v. Interstate Brands Corp., 953 F.2d 1275, 1276 (11th Cir. 1992). Liability for intentional infliction of emotional distress does not extend to "mere insults, indignities, threats, annoyances, petty

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the statute of limitations on FLSA claims is two (2) years, any conduct on which Norris bases his FLSA claims that occurred prior to February 11, 1998 is time-barred. See, e.g., Reich v. Department of Conservation & Natural Resources, 28 F.3d 1076, 1084 (11th Cir. 1994).

oppressions, or other trivialities.” Ward v. Papa’s Pizza To Go, Inc., 907 F. Supp. 1535, 1540 (S.D. Ga. 1995). Thus, when a plaintiff alleges that conduct such as race discrimination constitutes intentional infliction of emotional distress, the alleged conduct must be severe, such as an on-going pattern of explicit and oppressive harassment that includes or resembles a physical assault. See Coleman v. Housing Auth. of Americus, 191 Ga. App. 166, 381 S.E.2d 303 (1989). When the alleged conduct is racial epithets and race-based decisions in carrying out a contract, it must be combined with extreme and graphic threats such as of bodily harm, dismemberment and death. See Brown v. Manning, 764 F. Supp. 183, 185 (M.D. Ga. 1991). Norris does not even come close to meeting this standard.

In this case, Norris cannot provide any evidence of conduct by WCW that satisfies the requirements of “extreme and outrageous” behavior. Rather, Norris testified that there is nothing other than WCW’s alleged acts of discrimination that caused him emotional harm. (Norris Dep. at 238, 273). Because the undisputed evidenced shows that Norris was not subjected to discriminatory treatment, and because Norris must establish more than just alleged discriminatory conduct to sustain his intentional infliction of emotional distress claim, summary judgment should be entered on this claim. Beck, 953 F.2d at 1276

(discharge of employee for allegedly discriminatory reasons insufficient to support intentional infliction of emotional distress claim); Ward, 907 F. Supp. at 1542 (concluding that repeated refusal to hire an individual under circumstances that could constitute unlawful discrimination insufficient to establish an intentional infliction of emotional distress claim); Borden v. Johnson, 196 Ga. App. 288, 395 S.E.2d 628 (1990) (establishing the demotion or discharge for whatever reason, even discriminatory reason, does not give rise to an intentional infliction of emotional distress claim).

#### **CONCLUSION**

For all of the foregoing reasons, Defendants' Motion for Summary Judgment on all of Norris's claims asserted in this action should be granted, and all of Norris's claims should be dismissed.

This 17th day of December, 2002.

TROUTMAN SANDERS LLP



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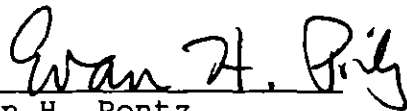
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CERTIFICATION

Pursuant to Local Rule 7.1(D), I certify that this Memorandum of Law has been prepared with one of the fonts and point selections ("Courier New 12") approved by the Court in Local Rule 5.1(B).

This 17th day of December, 2002.

  
\_\_\_\_\_  
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IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

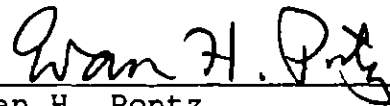
HARRISON NORRIS,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-0369-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
TURNER SPORTS, INC., and	)	
TURNER BROADCASTING SYSTEM, INC.	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of this  
**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY  
JUDGMENT** upon the interested parties by hand delivery to:

Cary Ichter  
Kelly Jean Beard  
Charles Gernazian  
Michelle M. Rothenberg-Williams  
MEADOWS, ICHTER AND BOWERS, P.C.  
Eight Piedmont Center, Suite 300  
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This 17th day of December, 2002.

  
\_\_\_\_\_  
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THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

Walker v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0367-CC

Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0368-CC

Norris v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0369-CC

Easterling v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1715-CC

Davis v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1716-CC

Worthen v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1717-CC

Speight v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1718-CC

Saengsiphon v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1719-CC

Reeves v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1720-CC

Patterson v. World Championship Wrestling, Inc., Turner Sports, Inc., Turner Entertainment Group, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:01-CV-1152-CC

AFFIDAVIT OF DIANA MYERS

DIANA MYERS, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is Diana Myers. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I was employed by Universal Wrestling Corporation (f/k/a/ World Championship Wrestling, Inc. and hereinafter referred to as "WCW") beginning in October 1997 and most recently held the title of Vice President of Business and Legal Affairs. In my position at WCW, I was familiar with virtually all aspects of WCW's business and legal affairs.

3. WCW created, produced, and marketed professional wrestling programs during the 1990s and through March 2001. WCW's wrestling programs were both witnessed by live audiences and aired on various television networks and pay-per-view cable and satellite systems. WCW's wrestling programs, both live and taped, were created by writers and producers at WCW, with the goal of entertaining wrestling fans and general audiences nationwide. The individuals responsible for writing WCW's wrestling programs were often referred to as "bookers".

4. WCW's wrestling programs included appearances by many types of live or "on-screen" talent, including wrestlers, match



referees, and other wrestling talent appearing on camera or at live (but non-televised) events. These individuals appearing in wrestling programs provided their services to WCW as independent contractors, either through formal written contracts or without written agreements.

5. Wrestlers, referees and other wrestling talent were aware of the planned outcome of each wrestling match or appearance and provided appropriate services to attempt to convincingly carry out that pre-determined outcome of the event for the audience.

6. WCW had much commercial and financial success during the mid to late 1990s. In 1999, WCW's business suffered from a sharp downturn and WCW was losing significant sums of money. Therefore, WCW began downsizing its operations by reducing the number of talent it contracted with, reducing the compensation of existing talent, and producing fewer and fewer wrestling programs. As part of the downsizing, WCW considered canceling some of its shows. In early 2000, WCW in fact terminated some of its programs, including a taped show commonly referred to as its "Saturday Night" show. Before it was canceled, the task of writing or "booking" the Saturday Night wrestling show was being performed by individuals experienced in booking wrestling

programs. At the same time, WCW also reduced the length of some of its other remaining wrestling programs.

7. Due to these business circumstances and WCW's downsizing efforts, in 1999 and over the next two years, WCW had less and less need for wrestling services, including on-screen talent, trainers, referees and writers or "bookers". Specifically, in and after 1999, there were no open opportunities available for a position solely as a booker of WCW's Saturday Night wrestling program and WCW was not actively seeking bookers solely for its Saturday Night show.

8. The downsizing efforts did not stop WCW's business downturn, and in March 2001, WCW sold certain of its assets and completely closed down its operations. After the sale of assets was completed, WCW changed its name to Universal Wrestling Corporation to close up remaining corporate operations.

9. In my capacity as Vice President of Business and Legal Affairs for WCW, I was responsible for reviewing and documenting merchandizing agreements in which WCW was a party.

10. In 1998, WCW entered into a merchandizing agreement with Toshiba in Japan to produce and distribute a music compact

disc in Japan entitled "New World Order" containing WCW entrance music. Mr. Kazuo "Sonny" Onoo was involved in this agreement. Mr. Onoo was paid all money he was due from WCW regarding this New World Order compact disc.

11. WCW also entered into a different agreement with Tommy Boy Records. Pursuant to the terms of this agreement, Tommy Boy Records developed and distributed a music CD entitled "WCW Mayhem." WCW Mayhem was a compilation of WCW music along with material created by Tommy Boy artists.

12. Kazuo "Sonny" Onoo was not a party to or involved in WCW's merchandizing agreement with Tommy Boy Records regarding the WCW Mayhem CD. Mr. Onoo did not have a financial interest in the CD's creation, marketing or sales, nor was he entitled to any profits or other compensation from the sale of this CD.

13. As a result of my position at WCW, I also have personal knowledge regarding how on-air talent was compensated by WCW and the basis of their level of compensation. Further, I have personal knowledge regarding how on-air talent was generally utilized by WCW.

14. At WCW, Wrestlers were compensated and given wrestling opportunities that were commensurate with their skill level and crowd appeal. Mr. Walker was no exception.

15. Mr. Walker wrestled in over eighty (80) matches while he was under contract with WCW. In some of these matches, he prevailed over his opponent. In other instances, the match was scripted in Mr. Walker's opponent's favor.

FURTHER AFFIANT SAYETH NAUGHT.

This 12<sup>th</sup> day of December, 2002.

  
DIANA MYERS

Sworn to and subscribed  
before me this 12<sup>th</sup> day  
of December, 2002.

  
Notary Public

My Commission Expires:

March 31, 2005



Sandra M. Gaudet  
Commission # DD 002932  
Expires March 31, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

HARRISON NORRIS,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-0369-CC
WORLD CHAMPIONSHIP	)	
WRESTLING, INC., TURNER	)	
SPORTS, INC., and TURNER	)	
BROADCASTING SYSTEM, INC.,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF JOSEPH HAMILTON**

JOSEPH HAMILTON, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is Joseph Hamilton. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.
2. I first began providing services to Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc. and hereinafter referred to as "WCW") in 1989 as a member of the creative staff. After working with the organization in various capacities, I eventually became the Director of the Power Plant, WCW's training facility.
3. As part of my duties as Director of the Power Plant, I worked with WCW's professional wrestlers and trainees. At times, members of the creative staff and I would discuss my opinion with respect to wrestling and training talent.

4. Based on my experience in the wrestling industry and at WCW, the creators, producers, bookers and marketers of professional wrestling programming such as WCW's use their better performers with greater frequency in their wrestling programs. Factors considered by the creators, producers, bookers and marketers of these programs in determining who the better wrestlers are include the wrestler's crowd appeal, stage presence, charisma, uniqueness, wrestling ability and physique. In light of these factors, I periodically evaluated wrestlers and trainees at the Power Plant, to determine how well they were progressing.

5. Harrison Norris first became affiliated with WCW in 1995 when he was accepted into the professional wrestling training program at the Power Plant facility. The goal in including Mr. Norris in the training program was to help him develop the physical skills, charisma, stage presence and other characteristics necessary to be a successful wrestler with WCW.

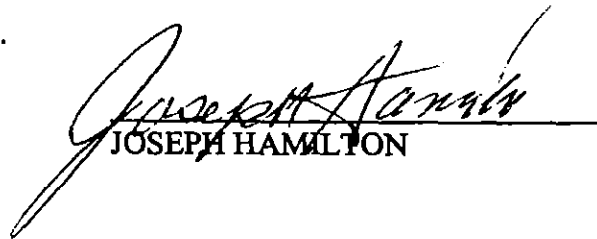
6. Mr. Norris initially paid a fee of \$250.00 to train at the WCW tryout/workout camp. Thereafter, he continued to train at the Power Plant facility and paid WCW periodically for the training and instruction that he received. Eventually, Mr. Norris ceased paying the fees associated with training, because he received a training scholarship.

7. Although Mr. Norris was in good physical condition at the time that he received his training scholarship, he lacked charisma, appeared clumsy and inexperienced in the wrestling ring, and needed to substantially improve his wrestling skills. Mr. Norris had also developed a reputation for being too boastful and flamboyant outside of his wrestling matches or appearances, for having a bad attitude, and for being a troublemaker. Despite his deficiencies, I believed that, with a lot of hard work, Mr. Norris had the potential to be a moderately successful wrestler with WCW.

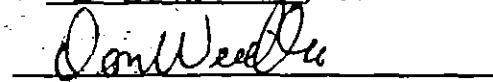
8. Although I was hopeful that Mr. Norris would significantly improve his wrestling talent, he never developed the skills and charisma of WCW's better wrestlers, and he never improved beyond being a preliminary wrestler with WCW.

FURTHER AFFIANT SAYETH NAUGHT.

This 16<sup>th</sup> day of December, 2002.

  
JOSEPH HAMILTON

Sworn to and subscribed  
Before me this 16<sup>th</sup> day  
of December, 2002.

  
Notary Public

My Commission Expires:

Oct 24, 2005

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

HARRISON NORRIS,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-0369-CC
WORLD CHAMPIONSHIP	)	
WRESTLING, INC., TURNER	)	
SPORTS, INC., and TURNER	)	
BROADCASTING SYSTEM, INC.,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF JAMES A. MORRISON**

JAMES A. MORRISON, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is James A. Morrison, professionally known as J.J. Dillon. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I was employed by World Championship Wrestling, Inc. ("WCW") from approximately November 1996 until March 2001. Prior to becoming an employee of WCW, I provided services to WCW as an independent consultant.

3. As part of my duties as a WCW employee, I worked with WCW's wrestlers and trainees. During my employment with WCW, Mr. Norris provided wrestling and training services to WCW as an independent contractor.



4. Based on my experience in the wrestling industry and at WCW, the creators, producers, bookers and marketers of professional wrestling programming such as WCW's use their better, more polished performers with greater frequency in their wrestling programs. Factors considered by the creators, producers, bookers and marketers of these programs in determining who the better and more polished wrestlers are include the wrestler's crowd appeal, stage presence, charisma, uniqueness, wrestling ability and physique.

5. Although Mr. Norris was in good physical condition for a wrestler, he was unpolished in the wrestling ring, and needed more experience to substantially improve his wrestling skills.

6. In mid-1999, Mr. Norris entered into a wrestling trainee contract with WCW. After signing this agreement, he was given the opportunity to wrestle on several venues, some of which included "WCW Saturday Night" and "WCW Worldwide Wrestling". Mr. Norris' opportunities to wrestle in WCW events and on WCW programs were never based on his race.

7. As a wrestler at WCW, Mr. Norris was given significant creative freedom to choreograph his wrestling matches and to achieve the predetermined result. Mr. Norris also developed his own stage name, persona, character, costume and gimmick.

8. In late 1999, WCW was required to terminate the contracts of some of its wrestlers because it was suffering from financial difficulties. Given that Mr. Norris had been training with WCW for a number of years, had been given exposure and wrestling opportunities through both live and televised appearances in WCW programs and performances, and had been given opportunities to show his level of crowd appeal, stage presence, charisma, uniqueness, and wrestling ability and performance, but had not become a polished wrestler with WCW or a success with WCW's audiences, WCW reached the opinion that his services were no longer

needed by WCW. Accordingly, after giving him the required advance notice under his trainee contract, WCW terminated his trainee contract.

9. The decision to terminate Mr. Norris's contract was not based in any way on his race. Mr. Norris simply never moved above his existing level of crowd appeal, stage presence, charisma, uniqueness, and wrestling ability and performance, and this level did not justify continuing to keep him under his trainee contract with WCW.

FURTHER AFFIANT SAYETH NAUGHT.

This 16<sup>TH</sup> day of DECEMBER, 2002.

  
JAMES A. MORRISON

Sworn to and subscribed  
Before me this 16<sup>TH</sup> day  
of December, 2002.

  
Notary Public

My Commission Expires:

09/24/2005

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

HARRISON NORRIS,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-0369-CC
WORLD CHAMPIONSHIP	)	
WRESTLING, INC., TURNER	)	
SPORTS, INC., and	)	
TURNER BROADCASTING	)	
SYSTEM, INC.,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF PAUL ORNDORFF**

PAUL ORNDORFF, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is Paul Orndorff. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I first began providing services to Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc. and hereinafter referred to as "WCW") in 1994 as a professional wrestler. After working with the organization in various capacities, I eventually became the Director of the Power Plant, WCW's training facility.

3. As part of my duties as the Director of the Power Plant, I worked with WCW's professional wrestlers and trainees. At times, members of the booking committee and I would discuss my opinion with respect to wrestling and training talent.

4. Based on my experience in the wrestling industry and at WCW, factors to be considered in determining which wrestlers and/or trainees will be well-received by wrestling audiences include the wrestler's crowd appeal, stage presence, charisma, uniqueness, wrestling ability and physique. In light of these factors, I periodically evaluated wrestlers and trainees at the Power Plant, to determine how well they were progressing.

5. When I first became familiar with Harrison Norris as a Power Plant trainee, he had been training for a number of years and was a basically capable professional wrestler. Mr. Norris received various wrestling opportunities with WCW because he devoted a significant amount of time and energy to his training efforts. In the wrestling matches in which he was used, Mr. Norris was generally used as enhancement talent, because that role fit the level of his wrestling skills. By allowing Mr. Norris to perform in matches as enhancement talent, WCW gave Mr. Norris the opportunity to further develop his skills; however, Mr. Norris never progressed beyond his then-current level of skills.

6. At the end of 1998 and into 1999, WCW transferred its Power Plant facility from its previous location on Carroll Drive, to a new location on Log Cabin Drive, in Smyrna, Georgia. This new establishment was to serve as the training facility for a smaller group of wrestler trainees than the group that had previously been training at the old Power Plant location. Each wrestler selected to train at the new Power Plant facility was to be signed to a trainee independent contractor agreement.

7. To determine which wrestler trainees would receive agreements, I, along with other WCW training officials, spent roughly six to eight weeks evaluating the talent of approximately forty individuals who were then training at the Power Plant. At the end of this evaluation period, WCW conducted "try outs" for all of the wrestler trainees. Mr. Norris was selected as one of the wrestler trainees to be signed to an agreement and to continue training at the new Power Plant location. Although Mr. Norris still lacked charisma and had not yet developed his wrestling skills to the level of WCW's more popular wrestlers, he was chosen to be signed to an agreement because he was then considered to be one of the most hard-working and most committed wrestler trainees at the facility. After signing his agreement, Mr. Norris continued training at the new Power Plant facility.

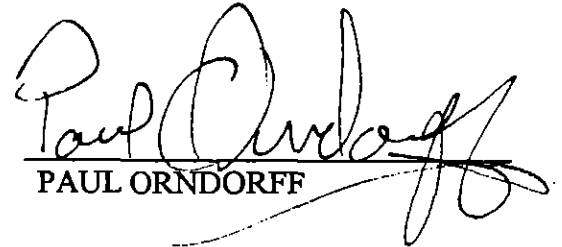
8. In September of 1999, I and others evaluated all of the trainees at the Power Plant, as we did periodically, to determine how the wrestler trainees were progressing. In assessing Mr. Norris's progress, we looked at his charisma, crowd appeal, persona, wrestling skill and physique. Based upon my extensive experience in the wrestling industry and with WCW, these skills are prerequisites to a wrestler receiving wrestling opportunities on the more popular, televised wrestling programming.

9. Upon evaluating Mr. Norris's skills, we concluded that despite his many years of training, Mr. Norris's persona, character and talents were not particularly notable, and that he did not stand out as a potential star wrestler among the trainees. We also concluded that Mr. Norris was not likely to be a successful wrestler or to advance beyond the level that he had attained at that point as a trainee.

10. Based on this evaluation of Mr. Norris after his many years of training, WCW terminated his trainee contract in late 1999. This decision had nothing to do with Mr. Norris's race.

FURTHER AFFIANT SAYETH NAUGHT.

This 16<sup>th</sup> day of December, 2002.

  
PAUL ORNDORFF

Sworn to and subscribed  
Before me this 16<sup>th</sup> day  
of December, 2002.

  
Notary Public

**My Commission Expires:**

Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 10, 2004

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

10/20/94  
By: [Signature]

ROBERT L. ROSS, JR.,

Plaintiff,

vs.

WORLD CHAMPIONSHIP WRESTLING,  
INC.,

Defendant.

CIVIL NO. 1:93-CV-1206-JEC

ORDER

The above entitled action is presently before the Court on the Magistrate Judge's Report and Recommendation [15] granting defendant's Motion For Summary Judgment [11] and denying as moot plaintiff's Motion to Extend Time To April 25, 1994 To Respond To Defendant's Motion For Summary Judgment [12]. Plaintiff has filed no objection(s) to the Magistrate Judge's Report and Recommendation. The Court has reviewed the record and arguments of the parties and concludes that the Magistrate Judge's Report and Recommendation should be received with approval and adopted as the opinion and order of the Court.

ACCORDINGLY, the Court ADOPTS the Magistrate Judge's Report and Recommendation [15] GRANTING defendant's Motion For Summary Judgment [11] and DENYING AS MOOT plaintiff's Extension Of Time [12].

SO ORDERED, this 19 day of October, 1994.

*Julie E. Carnes*

JULIE E. CARNES  
UNITED STATES DISTRICT JUDGE

ENTERED ON DOCKET

OCT 21 1994

LDL:LLK

BY

DEPUTY CLERK



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION  
MAY 17 1994

LUTHER D. THOMAS, Jr.  
By: [Signature] Deputy Clerk

ROBERT ROSS, JR., : CIVIL ACTION  
Plaintiff, : NO. 1:93-CV-1206-JEC  
vs. :  
WORLD CHAMPIONSHIP WRESTLING, INC., :  
Defendant. :  
*Adopted by Judge Carnes  
via order dated  
10-19-94*

ORDER FOR SERVICE OF REPORT AND RECOMMENDATION

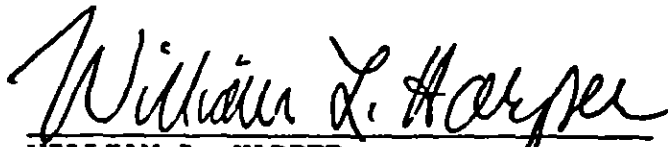
Attached is the report and recommendation of the United States Magistrate Judge made in this action in accordance with 28 U.S.C. § 636 and this Court's Local Rule 260-2. Let the same be filed and a copy, together with a copy of this Order, be served upon counsel for the parties.

Pursuant to 28 U.S.C. § 636(b)(1), each party may file written objections, if any, to the report and recommendation within ten (10) days of the receipt of this Order. Should objections be filed, they shall specify with particularity the alleged error or errors made (including reference by page number to the transcript if applicable) and shall be served upon the opposing party. The party filing objections will be responsible for obtaining and filing the transcript of any evidentiary hearing for review by the district court. If no

objections are filed, the report and recommendation may be adopted as the opinion and order of the district court and any appellate review of factual findings will be limited to a plain error review. United States v. Slay, 714 F.2d 1093 (11th Cir. 1983), cert. denied, 464 U.S. 1050, 104 S.Ct. 729, 79 L.Ed.2d 189 (1984).

The Clerk is directed to submit the report and recommendation with objections, if any, to the district court after expiration of the above time period.

IT IS SO ORDERED, this 17th day of May, 1994.

  
WILLIAM L. HARPER  
UNITED STATES MAGISTRATE JUDGE

FILED IN CLERK'S OFFICE  
U.S.D.C. - AtlantaIN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

MAY 17 1994

By: LUTHER D. THOMAS, Clerk  
Deputy Clerk

ROBERT ROSS, JR., : CIVIL ACTION  
Plaintiff, : NO. 1:93-CV-1206-JEC  
vs. :  
WORLD CHAMPIONSHIP WRESTLING, INC., :  
Defendant. :

MAGISTRATE JUDGE'S ORDER, REPORT AND RECOMMENDATION

The above-styled employment discrimination action is presently before the undersigned Magistrate Judge for consideration of defendant's motion for summary judgment. For the reasons set forth below, the undersigned Magistrate Judge hereby RECOMMENDS that defendant's motion for summary judgment be GRANTED.

Defendant filed its motion for summary judgment on March 25, 1994. (Docket No. 11). In a letter dated March 30, 1994, the Clerk of Court notified plaintiff of the filing of defendant's summary judgment motion, of his duty to respond, and of the possible consequences of a failure to respond. On April 14, 1994, plaintiff filed a motion for an extension of time within which to respond to defendant's motion, seeking an extension through and including April 25, 1994. (Docket No. 12). Without the benefit of a ruling on this motion,

plaintiff filed an untimely response to defendant's motion for summary judgment on April 26, 1994. (Docket No. 13). Defendant has subsequently filed a reply brief. (Docket No. 14).

As plaintiff's response was not filed until April 26, 1994, this response would be untimely even if the court were to grant plaintiff's motion for an extension of time. Accordingly, plaintiff's motion for an extension of time is hereby DENIED as moot.

Local Rule 220-1(b)(1) provides in relevant part that "[f]ailure to file a response [to a motion] shall indicate that there is no opposition to the motion." Accordingly, as no timely response was filed to defendant's motion for summary judgment, the undersigned Magistrate Judge deems this motion to be unopposed.

The applicability of Local Rule 220-1(b)(1) in the specific context of a motion for summary judgment was considered by the Eleventh Circuit Court of Appeals in Dunlap v. Transamerica Occidental Life Insurance, 858 F.2d 629 (11th Cir. 1988). In upholding the District Court's grant of summary judgment in favor of defendant, the court noted:

In Simon v. Kroger Company, 743 F.2d 1544 (11th Cir. 1984) this court upheld the entry of summary judgment under similar circumstances. The result in Simon was based upon both a finding that the summary judgment motion was well supported and a finding that a local rule in the Northern District of Georgia--which apparently was the predecessor to one of these local rules--was properly applied.

Had the district court based its entry of summary judgment solely on Local Rule 220-1(b), a different question would be presented. Local Rule 220-1(b)(1) might well be inconsistent with Fed.R.Civ.P. 56 if it were construed to mean that summary judgment could be granted as a sanction for failure to respond to a motion for summary judgment. Cf. Arundar v. DeKalb Cty. School Dist., 620 F.2d 493 (5th Cir. 1980). In this case, however, Transamerica's motion was supported by evidentiary materials of record, and the district court's orders indicate that the merits of the motion were addressed.

Dunlap, 858 F.2d at 632. See also, Kinder v. Carson, 127 F.R.D. 543, 545 (S.D. Fla. 1989).

The proper approach, therefore, given the applicability of Local Rule 220-1(b)(1) to the present case is succinctly stated by the court in Kelly v. United States, 924 F.2d 355, 358 (1st Cir. 1991):

In the precincts patrolled by Rule 56, the decision to sit idly by and allow the summary judgment proponent to configure the record is likely to prove fraught with consequence. This case is no exception. Given appellant's failure to contest either the government's affidavits or the Statement, the jurisprudence of both Rule 56 and Local Rule 18 demands that the movant's version of the facts be taken as true.

Of course, the district court was still obliged to consider the motion on its merits, in light of the record as constituted, in order to determine whether judgment would be legally appropriate. See Mendez v. Banco Popular, 900 F.2d 4, 7 (1st Cir. 1990); Jaroma v. Massey, 873 F.2d 17, 19-20 (1st Cir. 1989) (per curiam); see generally Amsden, 904 F.2d at 753 (court of appeals may reverse a grant of summary judgment, regardless of uncontroverted nature of facts, if "the district court erred in expounding the law").

See also, Anchorage Associates v. Virgin Islands Board of Tax Review, 922 F.2d 168 (3rd. Cir. 1990); Mendez v. Banco Popular de Puerto Rico, 900 F.2d 4, 7-8 (1st. Cir. 1990).

Additionally, the procedural deficiency of plaintiff's response likewise compels this court to accept defendant's statement of material facts not in dispute as true for purposes of ruling on the merits of defendant's motion for

summary judgment. Local Rule 220-5(b)(2) of the Local Rules of Practice for the United States District Court for the Northern District of Georgia provides:

The respondent to a motion for summary judgment shall attach to his response a separate and concise statement of material facts, numbered separately, to which he contends there exists a genuine issue to be tried. Response should be made to each of the movant's numbered material facts. All material facts contained in the moving party's statement which are not specifically controverted by the respondent in his statement shall be deemed to have been admitted. The response that a party has insufficient knowledge to admit or deny is not an acceptable response unless the party has complied with the provisions of F.R.Civ.P. 56(f).

Plaintiff's response to defendant's motion for summary judgment is not in compliance with Local Rule 220-5(b)(2). Accordingly, and based upon the untimely nature of this response, the undersigned Magistrate Judge adopts defendant's statement of material facts not in dispute for purposes of resolving the merits of defendant's motion for summary judgment. These facts are briefly summarized below.

Following plaintiff's honorable discharge from military service, he embarked on a career in professional wrestling.

Plaintiff adopted the ring name of "Ranger Ross," and adopted the persona of a decorated war hero.

After some time wrestling in smaller alliances and federations, plaintiff contacted David Crockett, the owner of the National Wrestling Alliance (NWA), regarding the possibility of wrestling within the NWA. At Crockett's urging, plaintiff attended a wrestling school in North Carolina operated by Nelson Royal. Based upon his observations, Royal notified Crockett that plaintiff was qualified to wrestle for the NWA.<sup>1</sup>

In 1988, the NWA was purchased by World Championship Wrestling, Inc. (WCW). In January 1989, plaintiff began to wrestle for WCW. Plaintiff retained the ring name of "Ranger Ross," and continued to use his assumed persona or gimmick. As was true in plaintiff's earlier professional wrestling experiences, plaintiff was required to provide his own equipment and costume at plaintiff's cost.

In this his first tour of duty with WCW, plaintiff received \$1,000.00 per week plus an occasional percentage of

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<sup>1</sup> Plaintiff had previously attended a wrestling school in Atlanta, Georgia, conducted by a popular former professional wrestler, Thunderbolt Paterson.



the gate at his matches. Plaintiff wrestled approximately 15 to 20 days per month.

In May 1990, plaintiff was released due to budgetary restraints on the part of WCW. After his first WCW stint ended, plaintiff wrestled briefly in Japan. In January 1991, plaintiff was contacted by WCW President Jim Herd. After discussing the matter with Herd, plaintiff agreed to sign a form entitled "WCW Freelance Wrestler/Independent Contractor Agreement." Plaintiff read and fully understood this document before signing. This document provided that plaintiff would be engaged as an independent contractor rather than an employee, and would not enjoy any of the benefits afforded to WCW employees. Furthermore, the document provided that plaintiff, rather than WCW, would be responsible for the payment of taxes on plaintiff's income pursuant to the agreement. Plaintiff was to be paid \$1,500.00 per week according to this agreement.

During the course of his relationship with WCW, plaintiff's primary contact was WCW Consultant Virgil Runnels (a/k/a Dusty Rhodes). In his position as WCW Consultant, Runnels was responsible for booking and scheduling wrestling events, for evaluating and recruiting wrestling talent, for pre-determining the final outcome of each wrestling match, and

determining which wrestler or wrestlers to "push" into the position of heavyweight champion.

Plaintiff's performance of his work as a professional wrestler can be briefly summarized in the following manner. Plaintiff would receive a booking sheet from Runnels announcing the wrestling match's location and date approximately two weeks to 30 days in advance of the scheduled match. Plaintiff was responsible for travel to the wrestling match site, and was responsible for bearing the cost of such travel. On the date of a match, wrestlers would arrive at the venue, change into their wrestling costumes, and await further instructions. The participants were then informed which wrestler would win each match, and what the finishing move or technique for accomplishing the "victory" would be. The wrestlers were free to choreograph the remainder of the wrestling match on their own. Plaintiff and the other professional wrestlers received little if any other supervision in the performance of their duties.

During the spring and summer of 1991, professional wrestling suffered a decline in popularity. Based upon declining profits, WCW decided not to renew several wrestler's independent contractor agreements. Runnels suggested which wrestlers should be allowed to leave based primarily upon

their popularity and drawing power. Rhodes then suggested which wrestlers to include to WCW President Herd. Rhodes specifically found that plaintiff lacked the charisma and ability to generate significant fan interest or profit for WCW. Accordingly, Runnels included plaintiff's name on the list of recommended non-renewals. Runnels suggestions were accepted by Herd, and plaintiff's contract or agreement expired in July 1991.

In all, 14 wrestlers' independent contractor agreements were not renewed during the summer of 1991. Plaintiff was the only African American included within this list. At the time of his discharge, plaintiff received compensation at a higher rate than 10 of the other wrestlers whose contracts were allowed to expire.

During the period of plaintiff's association with WCW, defendant employed approximately 334 male wrestlers. The vast majority (approximately 300) of these male wrestlers were white. Plaintiff's rate of compensation was higher than approximately 278 of these other professional wrestlers.

Plaintiff was not "pushed" into the position of heavyweight champion by Runnels and other WCW agents based upon their determination that he lacked the charisma and

ability to generate widespread interest in his matches. It was plaintiff's deficiency in these areas which primarily separated him from three individuals who were allowed to claim the title of heavyweight champion during approximately the same time period. Of these three individuals, two (Rick Flair and Lex Luger) were white, while the remaining individual (Ron Simmons) was black.

Runnels actually enlisted plaintiff's aid in pushing Simmons into the position of heavyweight champion. Plaintiff was portrayed as conditioning Simmons through military training thereby preparing him for an "assault" on the heavyweight championship.

After exhausting his administrative remedies, plaintiff filed his complaint in the above-styled employment discrimination action on June 1, 1993. (Docket No. 1). Plaintiff's complaint was premised solely upon Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. (Docket No. 1, ¶ 1) (See also, Plaintiff's Answer to Mandatory Interrogatories, Docket No. 2, ¶ 2, which identifies Title VII, albeit incorrectly, as 28 U.S.C. § 2000, et seq.). Within the framework of Title VII, plaintiff leveled the following charges against defendant:

- a) Created a "glass ceiling" for non-white employees and independent contractors on hiring and promotional policies to positions of World Championship Wrestler;
- b) Created a practice and/or unwritten policy of putting non-white employees and independent contractors into the role of subsidiary employment or other position, and without concomitant salary, commission, bonus and title advances;
- c) Promoted white employees and independent contractors on a regular basis to higher titles, salaries, commissions and bonuses over non-white employees and independent contractors of longer employment with Defendant, higher performance achievements, better personal skills and management abilities;
- d) Denied non-white employees interview (and thus promotion) opportunities on a regular basis; and
- e) Replaced non-white employees with equal to or less qualified whites when a white employee for the position could be located and installed.

(Docket No. 1, ¶ 6).

Under the Federal Rules of Civil Procedure, summary judgment is proper "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S.Ct. 2548, 2552, 91 L.Ed.2d 265 (1986); Everett v. Napper, 833 F.2d 1507, 1510 (11th Cir. 1987). On summary judgment, the parties must satisfy the following burdens of proof:

The party moving for summary judgment bears the initial burden of "identifying those portions of 'the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any,' which it believes demonstrate the absence of a genuine issue of material fact." Celotex Corp. v. Catrett, 477 U.S. 317, 323, 106 S.Ct. 2548, 2553, 91 L.Ed.2d 265 (1986) (quoting Fed. R. Civ. P. 56(c)). An issue of fact is "material" if it is a legal element of the claim, as identified by the substantive law governing the case, such that its presence or absence might affect the outcome of the suit. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202 (1986). It is "genuine" if the record taken as a whole could lead a rational trier of fact to find for the nonmoving party. Matsushita Elec. Indus. Co. v. Zenith Radio

Corp., 475 U.S. 574, 587, 106 S.Ct. 1348, 1356, 89 L.Ed.2d 538 (1986).

Once the moving party meets this initial burden, summary judgment is then appropriate as a matter of law against the nonmoving party "who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." Celotex, 477 U.S. at 322, 106 S.Ct. at 2552. In making a sufficient showing, the nonmoving party must "go beyond the pleadings and by ... affidavits, or by the 'depositions, answers to interrogatories, and admissions on file,' designate 'specific facts showing that there is a genuine issue for trial.'" Id. at 324, 106 S.Ct. at 2553 (quoting Fed. R. Civ. P. 56(e)). In opposing summary judgment, the nonmoving party may avail itself of all facts and justifiable inferences in the record taken as a whole. See United States v. Diebold, Inc., 369 U.S. 654, 655, 82 S.Ct. 993, 994, 8 L.Ed.2d 176 (1962). In reviewing whether the nonmoving party has met its burden, the court must stop short of weighing the evidence and making credibility determinations of the truth of the matter. Anderson, 477 U.S. at 255, 106 S.Ct. at 2513. Instead, "[t]he evidence of the non-movant is to be believed, and all justifiable inferences are to be drawn in his favor." Id. (citing Adickes v. S.H. Kress & Co., 398 U.S. 144, 158-59, 90 S.Ct. 1598, 1608-09, 26 L.Ed.2d 142 (1970)). If, so viewed, a rational trier of fact could find a verdict for the

nonmoving party under the substantive evidential standard, the nonmoving party can defeat summary judgment. Id. 477 U.S. at 252, 106 S.Ct. at 2512.

Tipton v. Bergrohr GMBH-Siegen, 965 F.2d 994, 998-9 (11th Cir. 1992).

In order to fall within the statutory jurisdiction of Title VII, alleged discriminatory conduct must take place within the employer/employee relationship. Specifically, an aggrieved individual may only proceed under Title VII where that individual is an employee rather than an independent contractor. See, e.g., Wilde v. County of Kandiyohi, 15 F.3d 103, 104 (8th Cir. 1994); Cobb v. Sun Papers, Inc., 673 F.2d 337 (11th Cir. 1982), cert. denied, 459 U.S. 874, 103 S.Ct. 163, 74 L.Ed.2d 135 (1982).

In order to determine whether a particular individual is an employee or an independent contractor, courts are to employ common law principles of agency. See, Cobb, 673 F.2d at 341. See also, Nationwide Mutual Insurance Co. v. Darden, 503 U.S. \_\_\_\_\_, 112 S.Ct. 1344, 117 L.Ed.2d 581, 588-90 (1992). Among the factors to be considered in making this determination are the following: the hiring party's right to control, the level of skill required, the source of equipment and tools, the location of the work, the duration of the relationship between



the parties, the right to assign additional work, the method of payment, whether the work in question is an essential part of the hiring party's business in general, the provision of employee benefits, the tax status of the parties, and the intent of the parties. Darden, 117 L.Ed.2d at 589-90 (citing, Community for Creative Non-Violence v. Reid, 490 U.S. 730, 751-52, 109 S.Ct. 2166, 104 L.Ed.2d 811 (1989)). The application of these factors to the undisputed facts in the present case creates a somewhat "mixed" result. See, Cobb, supra. After carefully weighing these factors, as discussed below, however, the undersigned Magistrate Judge finds that plaintiff was an independent contractor, and that his complaints of alleged discrimination therefore fall outside of the statutory jurisdiction of Title VII.

As to the level of defendant's control over the means and manner of plaintiff's performance, the undisputed facts establish that this control was minimal. Plaintiff was allowed to create his own wrestling persona or gimmick. Furthermore, while the nature of the ending of each match was determined by defendant, plaintiff and his opponent were largely free to choreograph the bulk of the action. The balance struck between control and independence of action in this case is thus completely compatible with a finding that plaintiff was an independent contractor rather than an

employee. See, e.g., North American Van Lines, Inc. v. NLRB, 869 F.2d 596, 599 (D.C. Cir. 1989).

As to the issue of the skill level required in plaintiff's performance of his duties, plaintiff has testified regarding the fact that he attended two separate professional wrestling schools in order to receive training. Furthermore, plaintiff admitted that an individual lacking in such training would not be qualified to perform as a professional wrestler. Furthermore, plaintiff stated that defendant required him to be evaluated at the second of these wrestling schools in order to determine whether or not he was qualified for the position. Accordingly, this factor also weighs in favor of a finding that plaintiff was an independent contractor.

Plaintiff admits that with the exception of a rope on one occasion and perhaps one pair of boots, he was solely responsible for the provision of his equipment and costumes at his own expense. Therefore, this factor weighs in favor of a finding that plaintiff was an independent contractor.

As to the location of plaintiff's work, it is undisputed that defendant informed plaintiff of the location of his various matches. As defendant controlled the location of

plaintiff's work, this factor would tend to weigh against a finding that plaintiff was an independent contractor.

In this case, it is undisputed that plaintiff and defendant's relationship was specifically contracted for a period of six months. This specified period of time for a short duration is consistent with a finding that plaintiff was an independent contractor.

It would not appear that plaintiff had the right or ability to assign his performance to other individuals or assistants. Accordingly, this factor weighs against a finding that plaintiff was an independent contractor rather than an employee. Likewise, the fact that plaintiff was paid a salary, rather than a commission, for the vast majority of his work also tends to weigh against a finding that plaintiff was an independent contractor.

As defendant's sole business is the promotion and performance of professional wrestling matches for profit, the work performed by plaintiff and his fellow grapplers is, of course, essential to defendant's business. The undersigned notes defendant's argument, however, that professional wrestlers often move between federations and alliances and are, in one certain sense, a "fungible good." The undersigned

finds ultimately with regard to this factor that it does not weigh heavily toward the conclusion that plaintiff was an independent contractor nor does it suggest that plaintiff was an employee.

The undisputed evidence establishes that plaintiff did not receive any fringe benefits with regard to his relationship with defendant. Furthermore, the agreement entered into between plaintiff and defendant expressly states that plaintiff is not eligible for any benefits provided to defendant's employees. Similarly, plaintiff was responsible for the payment of taxes on money received pursuant to the agreement. Accordingly, the undersigned finds that this factor weighs heavily in favor of a finding that plaintiff was in fact an independent contractor.

Finally, the undersigned considers the question of the party's intent. In the present case, the undisputed evidence inevitably points to the conclusion that both defendant and plaintiff intended to form an independent contractor relationship, and that each party considered the resulting relationship to be, in fact, an independent contractor relationship. Accordingly, the undersigned finds that this factor also weighs heavily in favor of a finding that plaintiff was an independent contractor.

As noted above, the application of this common law test to the facts in the present case generates mixed results. Without giving dispositive weight to any particular factor, the undersigned notes that generally the intent of the parties and the level of control over the performance of the individual's work are considered persuasive factors. Based upon the facts of this case, both of these factors point to a finding that plaintiff was an independent contractor. Additionally, the undersigned finds that the balancing of the remaining elements of this test also indicate that plaintiff was an independent contractor.

Accordingly, the undersigned Magistrate Judge finds that plaintiff's relationship with defendant was that of an independent contractor, and that his claims of discriminatory treatment therefore fall outside of the jurisdictional scope of Title VII. Therefore, defendant is entitled to summary judgment in its favor based solely upon this ground.

The undersigned notes, however, that alternative grounds clearly exist in support of this outcome. Specifically, the undersigned finds that plaintiff has failed to meet his burden of producing some evidence which raises a material question of fact as to discriminatory intent on the part of defendant.

The basic standards for evaluating a motion for summary judgment have been set forth above. Other standards specific to claims of discrimination under Title VII are essential to an evaluation of defendant's motion on its merits.

It should be noted that conclusory allegations based on mere subjective beliefs do not create a genuine issue of material fact. Carter v. Miami, 870 F.2d 578, 585 (11th Cir. 1989); Ramsey v. Leath, 706 F.2d 1166, 1170 (11th Cir. 1983). See also, Earley v. Champion International Corp., 907 F.2d 1077, 1081 (11th Cir. 1990) (collecting cases). Specifically, in regards to plaintiff's claim under Title VII of the Civil Rights Act of 1964, it is well established that a Title VII plaintiff opposing a motion for summary judgment must present significantly probative evidence on the issue of discrimination to avoid summary judgment. Young v. General Foods Corp., 840 F.2d 825 (11th Cir. 1988), cert. denied, 488 U.S. 1004, 109 S.Ct. 782, 102 L.Ed.2d 774 (1989); Grigsby v. Reynolds Metals Co., 821 F.2d 590 (11th Cir. 1987). Reliance solely upon speculation and unsubstantiated hearsay constitutes a failure to meet this burden. See, e.g., Palucki v. Sears, Roebuck and Co., 879 F.2d 1568 (7th Cir. 1989) ("a party to a lawsuit cannot ward off summary judgment with an affidavit or deposition based on rumor or conjecture"); Benson v. Vermont American Corp., 723 F.Supp. 1439 (M.D. Ala. 1988)

("inadmissible evidence offered in the form of a deposition, cannot be considered by the court"), aff'd without opinion, 874 F.2d 820 (11th Cir. 1989); Williams v. Housing Authority, 709 F.Supp. 1554 (M.D. Fla. 1988) ("the court cannot base direct-evidence analysis on hearsay testimony by plaintiff"), aff'd without opinion, 872 F.2d 434 (11th Cir. 1989).

A Title VII plaintiff may demonstrate discriminatory intent through either direct or indirect evidence. Direct evidence consists of the actions or remarks of an employer reflecting a discriminatory attitude. Wall v. Trust Company of Georgia, 946 F.2d 805, 809-10 (11th Cir. 1991); Hill v. Metropolitan Atlanta Rapid Transit Authority, 841 F.2d 1533, 1539 (11th Cir. 1988), modified, 848 F.2d 1522 (11th Cir. 1988). See also, Bell v. Birmingham Linen Service, 715 F.2d 1552, 1556 (11th Cir. 1983), cert. denied, 467 U.S. 1204, 104 S.Ct. 2385, 81 L.Ed.2d 344 (1984). Indirect evidence may be demonstrated through the framework established by the United States Supreme Court in McDonnell Douglas Corp. v. Green, 411 U.S. 792, 93 S.Ct. 1817, 36 L.Ed.2d 668 (1973) and Texas Department of Community Affairs v. Burdine, 450 U.S. 248, 101 S.Ct. 1089, 67 L.Ed.2d 207 (1981). For example, an individual may produce indirect evidence of a discriminatory failure to hire by establishing that he is a member of a protected group and that he "applied for an available position for which [he]

was qualified, but was rejected under circumstances which give rise to an inference of unlawful discrimination." Burdine, 450 U.S. at 253. This framework, however, is flexible, and can be shaped to fit employment practices other than failure to hire.

If a plaintiff presents direct evidence of discrimination, the burden of proof shifts to defendant to establish that it would have reached the identical employment decision absent unlawful considerations. See, Wall, 946 F.2d at 810 (citing, Price Waterhouse v. Hopkins, 490 U.S. 228, 109 S.Ct. 1775, 104 L.Ed.2d 268 (1989)).

Conversely, where the plaintiff has established a prima facie case of discrimination through indirect evidence a burden of production shifts to the employer "to articulate some legitimate, non-discriminatory reason for the employee's rejection." McDonnell Douglas Corp., 411 U.S. at 802. If the defendant carries this burden, the plaintiff must then prove by a preponderance of the evidence that the legitimate reasons offered by the defendant were merely pretexts for discrimination. Id. at 804; Wall, 946 F.2d at 809; Perryman v. Johnson Products Co., 698 F.2d 1138, 1142 (11th Cir. 1983). If the trier of fact rejects defendant's proffered reason as incredible, this rejection, coupled with the elements of



plaintiff's prima facie case, may alone support a finding of pretext. St. Mary's Honor Center v. Hicks, \_\_\_\_ U.S. \_\_\_\_, 113 S.Ct. 2742, 125 L.Ed.2d 407, 61 U.S.L.W. 4782, 4784 (1993).

The undersigned first notes that plaintiff has failed to submit any admissible evidence into the record tending to support his claim of discrimination or tending to discredit the affidavit testimony offered by defendant in support of its motion for summary judgment. Instead, plaintiff's deposition testimony is littered with admissions that he has little if any actual knowledge regarding the alleged disparities which existed between him and other supposedly similarly situated white professional wrestlers. (Deposition of Robert Lee Ross, Jr., hereinafter Ross Dep., pp. 118, 120, 124, 125-26). Plaintiff admits that no direct evidence of discrimination exists. (Ross Dep., p. 150). Additionally, the undisputed affidavit testimony offered by defendant is clearly contrary to plaintiff's vague allegations of disparate treatment. Specifically, this testimony indicates that defendant employed approximately 334 male wrestlers during the time that plaintiff wrestled with the WCW. Of this number, approximately 300 were white. Significantly, 278 individuals (the vast majority of them white) earned less compensation

than plaintiff. (Affidavit of Eric Holman, hereinafter Holman Aff., ¶¶ 5 and 6).

As noted above, this testimony is not refuted by plaintiff. Instead, plaintiff's untimely response to defendant's motion for summary judgment is entirely devoted to the argument that plaintiff is entitled to proceed to trial on his claims pursuant to 42 U.S.C. § 1981 as well as his pendant state claims. Significantly, none of these claims were raised by plaintiff in his complaint nor referred to in his answer to mandatory interrogatories. Instead, these phantom allegations appear for the first time in plaintiff's untimely response. In sum, the only evidence arguably offered by plaintiff in contradiction to defendant's affidavit testimony are his conclusory allegations during the course of his deposition that defendant engaged in discrimination against black professional wrestlers. The record is devoid, however, of any admissible evidence tending to establish that similarly situated white wrestlers were given favorable treatment.

Assuming arguendo, however, that plaintiff had established sufficient probative evidence of discrimination to raise a material question of fact as to each element of his prima facie case, defendant has clearly discharged its duty to articulate a legitimate, non-discriminatory reason for its

actions. In short, the undisputed testimony establishes that Runnels and Herd jointly made the decision not to renew plaintiff's independent contractor agreement based upon his lack of wrestling skill, professional growth, popularity, and gate appeal. (Affidavit of James Herd, hereinafter Herd Aff., ¶ 6; Affidavit of Virgil Runnels, hereinafter Runnels Aff., ¶¶ 6-7).

The undersigned is aware of the recent precedent of this circuit that summary judgment is generally inappropriate in Title VII cases where a plaintiff has established sufficient evidence of each element of his prima facie case. Hairston v. Gainesville Sun Publishing Co., 9 F.3d 913, 919 (11th Cir. 1993). The entry of summary judgment in favor of defendant is still appropriate, however, "when evidence of discriminatory intent is totally lacking." Hairston, 9 F.3d at 921. In the present case, plaintiff has failed to present one shred of admissible evidence which would tend to establish that defendant's proffered legitimate, non-discriminatory reason was pretextual, or to otherwise establish discriminatory intent on the part of defendant. In view of this fact, defendant is entitled to summary judgment in its favor even in light of the demanding standards set forth in Hairston, supra.

Based upon the above facts, the undersigned Magistrate Judge hereby RECOMMENDS that defendant's motion for summary judgment be GRANTED.

IT IS SO ORDERED, REPORTED AND RECOMMENDED, this 17th day of May, 1994.

*William L. Harper*

WILLIAM L. HARPER

UNITED STATES MAGISTRATE JUDGE

ENTERED

MAY 19 1994

U.S. CLERK

BY [Signature] DEPUTY CLERK



## EXHIBIT / ATTACHMENT

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(To be scanned in place of tab)

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FILED IN CLERK'S OFFICE  
U.S.D.C. ATLANTAIN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

MAR -8 2002

LUTHER S. THOMAS, Clerk  
J.M.A.

TONY BYRON CARR,	)	
	)	
Plaintiff,	)	
v.	)	CIVIL ACTION FILE
	)	NO. 1:00-CV-1721-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,)		
and TURNER SPORTS, INC.,	)	
	)	
Defendants.	)	

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS'  
MOTION FOR SUMMARY JUDGMENTI. INTRODUCTION

Defendants Universal Wrestling Corporation (f/k/a World Championship Wrestling, Inc.) ("WCW") and Turner Sports, Inc. ("TSI") submit this memorandum in support of their Motion for Summary Judgment on all claims brought by Plaintiff Tony Carr. Mr. Carr filed this action on July 10, 2000, alleging race discrimination under Title VII of the Civil Rights Act of 1964 and 42 U.S.C. § 1981. Mr. Carr alleges that WCW (i) discriminated against him due to his race (black) with regard to wrestling opportunities and compensation, (ii) retaliated against him for filing this lawsuit, and (iii) subjected him to a racially hostile work environment. In addition, Mr. Carr claims that this same alleged conduct constituted intentional infliction of emotional distress ("IIED") under state law. Finally, Mr. Carr asserts that

WCW owes him unpaid minimum wages and overtime under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (the "FLSA").

As shown below, these claims are without merit. Mr. Carr was never treated differently due to his race, and was given opportunities and paid like other similarly situated whites at WCW. Likewise, Mr. Carr was not subjected to any retaliation for filing this lawsuit, nor was he subjected to a racially hostile work environment. All actions taken regarding Mr. Carr were based on legitimate, non-discriminatory business reasons that had nothing to do with his race. Mr. Carr offers no evidence of race discrimination, and accordingly, summary judgment should be entered on all of his discrimination claims.

Similarly, summary judgment should be granted on Mr. Carr's IIED claim because this claim is based on nothing other than his allegations of race discrimination, which cannot, under Georgia law, constitute IIED. Finally, summary judgment must be granted on Mr. Carr's FLSA claims because he was not an employee under the FLSA and he never worked any unpaid overtime hours for WCW.

## **II. STATEMENT OF FACTS**

### **A. WCW's Business**

WCW created, produced, and marketed professional wrestling programs during the 1990s through March 2001. (Affidavit of Diana Myers ("Myers Aff.") ¶ 3 (copy attached as Exh. A)). WCW's

wrestling programs were seen by live audiences and/or aired on various television networks and pay-per-view systems. Id. Wrestlers in WCW's programs provided their services as independent contractors, either under formal Independent Contractor Agreements or without written contracts. (Id. at ¶ 4). WCW's programs were created by writers and producers, with the goal of entertaining wrestling fans and general audiences nationwide. (Id. at ¶ 3).

After having much commercial and financial success in the mid to late 1990s, WCW's business suffered a sharp downturn. (Myers Aff. ¶ 5). In 1999, WCW was losing significant sums of money, and so it began reducing the number of talent it contracted with and the compensation of existing talent, and began producing fewer and fewer wrestling programs. Id. WCW even terminated some of its wrestling programs in early 2000. Id. Accordingly, in 1999 and over the next two years, WCW had less and less need for wrestling services. (Id. at ¶ 6). Despite WCW's efforts, the business downturn did not stop, and in March 2001, WCW sold its principal assets and closed its operations. (Id. at ¶ 7). After this sale was completed, WCW changed its name to Universal Wrestling Corporation to close up remaining corporate operations. Id.

**B. Mr. Carr's Background And Relationship With WCW.**

Mr. Carr first came to WCW in 1995 for a try out to train as a professional wrestler. (Deposition of Tony Carr (hereinafter



"Carr Dep.") at 25). Mr. Carr tried out and was invited to train at WCW's training facility, known as the Power Plant. (Id. at 28). Mr. Carr, like other trainees, paid WCW to train at the Power Plant. (Id. at 28, 33, 43). After completing his initial training period, Mr. Carr continued to work out at the Power Plant through 1999 while holding jobs with other employers. (Id. at 11-12, 34, 43, 62, 87). During this time, Mr. Carr provided occasional, infrequent wrestling services to WCW, receiving a flat fee each time he wrestled with WCW. (Id. at 45-46, 50, 89).

In 1998 and 1999, Mr. Carr also provided services to WCW's ring crew as an independent contractor. (Id. at 62-64). The ring crew consisted of individuals who, working in teams of two, were responsible for the wrestling rings used for the matches. (Id. at 107; Affidavit of Joseph Hamilton ("Hamilton Aff.") ¶ 6 (copy attached as Exh. B)). The ring crew transported the ring to each match; set up the ring; maintained and cleaned it before, during and after the matches; and broke down the ring and hauled it to the next match. (Carr Dep. at 63, 109-110; Hamilton Aff. ¶ 6). Mr. Carr was paid a flat fee each time he provided these ring transport services. (Carr Dep. at 45-46, 50, 89).

In 1998, WCW decided to move the Power Plant from its previous location on Carroll Drive in Smyrna, Georgia to a new location on Log Cabin Drive, also in Smyrna. (Id. at 87; Myers

Aff. ¶ 9; Hamilton Aff. ¶ 4). This new Power Plant facility was established specifically to work with a smaller group of wrestler trainees rather than the large, undefined number that had been working out at the previous location. (Myers Aff. ¶ 9; Hamilton Aff. ¶ 4; Affidavit of James Morrison ("Morrison Aff.") ¶ 5 (copy attached as Exh. C)). This smaller group of wrestlers training at the new facility were signed to Independent Contractor Agreements with WCW. (Myers Aff. ¶ 10; Morrison Aff. ¶ 6). Previously, Mr. Carr and other individuals working out at the Power Plant were non-contract independent contractors paid a flat fee each time they participated in a WCW event. (Myers Aff. ¶ 10).

After evaluating the individuals who were then training at the Power Plant, including Mr. Carr, WCW selected approximately twelve trainees to continue training at the new facility and to be offered Independent Contractor Agreements. (Morrison Aff. ¶ 8). This selection process involved the evaluation of these individuals' wrestling skills, physique, and demeanor and their drive, ambition, and raw potential to become successful professional wrestlers. Id. Mr. Carr was not among the roughly twelve individuals selected to train at the new facility because he lacked unique wrestling skills, physique, demeanor, and the raw potential to become a successful professional wrestler worthy of

being compensated to train or having his professional services contracted to WCW. (Id.; Carr Dep. at 87).

In 1999, after the move to the new location, Joseph Hamilton, who was responsible for WCW's ring crew, offered Mr. Carr a position as a ring crew employee. (Carr Dep. at 97, 104; Hamilton Aff. ¶ 7). Unlike wrestling on a non-contract basis, the ring crew job provided steady work as an employee of WCW, with better compensation. (Hamilton Aff. ¶ 7; Carr Dep. at 105). Mr. Carr accepted the job and remained a ring crew employee until WCW ceased its operations in March 2001 and discharged its employees. (Myers Aff. ¶ 12; Carr Dep. at 107, 114).

### **III. ARGUMENT AND CITATION OF AUTHORITY**

#### **A. Defendant TSI Is Entitled To Summary Judgment On All Of Plaintiff's Claims Because There Is No Basis For Vicarious Liability Of TSI.**

All of Mr. Carr's claims involve allegations against WCW. WCW, not TSI, is the entity for whom Mr. Carr performed services as an independent contractor; WCW is the entity that employed him from 1999 to 2001 on its ring crew; and WCW is the entity that paid Mr. Carr for these services. (Carr Dep. at 45-46, 50, 62-64, 89, Exh. 4). As Mr. Carr admits, he never had any interaction with anyone at TSI. (Id. at 154-55).

Mr. Carr wants to "pierce the corporate veil" and assert liability against TSI under agency, alter ego, or joint venture

theories. (See Second Amended Complaint, ¶¶ 37-40). Despite the sweeping allegations of his Complaint, Mr. Carr can offer no evidence of any agency, alter ego, or joint venturer relationship between TSI and WCW. (Carr Dep. at 154-57). While WCW and TSI are sister subsidiaries of a common parent, there is no evidence that WCW acted as the agent or alter ego of TSI or as a joint venturer with TSI. Id. Mere allegations that two corporations are related, even as parent and subsidiary, are insufficient to create vicarious liability between the corporations. Soerries v. Dancause, 546 S.E.2d 356, 358 (Ga. App. 2001). Corporations normally use their subsidiaries to promote their own purposes, but this does not lead to piercing the corporate veil or vicarious liability, absent evidence of fraud or a sham corporation. Florida Shade Tobacco Growers, Inc. v. Duncan, 256 S.E.2d 645 (Ga. App. 1979); Boafa v. Hosp. Corp. of America, 338 S.E.2d 477, 479 (Ga. App. 1985). Mr. Carr can offer no evidence of any relationship between TSI and WCW that would support any theory for vicarious liability against TSI. Therefore, TSI is entitled to summary judgment on all of Mr. Carr's claims. See, e.g., Williams Plaza, Inc. v. Sedgfield Sportswear Div. of Blue Bell, Inc., 297 S.E.2d 342, 343 (Ga. App. 1982) (summary judgment granted to corporation where "there is no evidence that the [affiliated] corporation 'was a sham, or that it was used to defeat a public

convenience, to justify wrong, protect fraud, defend crime, or any other reason which in equity and good conscience would justify the disregard of its separate entity'").<sup>1</sup>

**B. Any Of Plaintiff's Claims Based On Events Occurring Prior To July 10, 1998 Are Barred By The Applicable Statutes Of Limitations.**

The U.S. Supreme Court has characterized a claim under 42 U.S.C. § 1981 as a personal injury cause of action to which state statutes of limitations for personal injury actions apply. Alexander v. Fulton Cnty., GA, 207 F.3d 1303, 1346 (11th Cir. 2000). For § 1981 claims brought in federal courts in Georgia, "the applicable statute of limitations is found in O.C.G.A. § 9-3-33 and is 2 years." Butler v. Matsushita Comm. Indns. Corp. of U.S.A., 203 F.R.D. 575, 582 (N.D. Ga. 2001). Mr. Carr filed his Complaint on July 10, 2000. Accordingly, any of his claims based on events arising prior to July 10, 1998, are barred as a matter of law. Alexander, 207 F.3d at 1346; Butler, 203 F.R.D. at 582.<sup>2</sup>

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<sup>1</sup> Should the Court find that TSI is somehow vicariously liable to Mr. Carr, TSI is nonetheless entitled to summary judgment on Mr. Carr's claims on all of the same grounds as WCW.

<sup>2</sup> With respect to Mr. Carr's Title VII claim, a Charge of Discrimination must be filed with the EEOC within 180 days from the date of the alleged discriminatory act. 42 U.S.C. § 2000e-5(e). Mr. Carr filed his Charge of Discrimination on May 10, 2000. Thus, any Title VII claim by Mr. Carr arising more than 180 days before he filed his Charge, or before November 12, 1999, is barred by Title VII's statute of limitations as well.

Mr. Carr's FLSA claim, discussed infra, is also subject to a two-year statute of limitations, similar to his § 1981 claim. See

It is undisputed that many of the actions alleged by Mr. Carr to have created a supposedly racially hostile work environment at WCW occurred (if at all) prior to July 10, 1998. (Carr Dep. at 49-50, 87, 92-93, 166-167). Likewise, it is undisputed that much of the conduct made the basis of Mr. Carr's claim that he was denied opportunities to provide wrestling services to WCW occurred before July 10, 1998. (Carr Dep. at 25, 45-46). Any claims of a hostile work environment or other types of discrimination based on these events are barred by the applicable statutes of limitations. In addition, any other § 1981 claims based upon events occurring before July 10, 1998, also are time-barred. Mr. Carr obviously knew of these alleged discriminatory acts before he filed his Complaint: Mr. Carr alleges that he was aware of WCW's alleged discriminatory actions as early as 1998, if not before. (Carr Dep. at 137). A plaintiff "who knowingly fails to seek relief is exactly the danger Congress was trying to protect against in establishing the statute of limitations." Butler, 203 F.R.D. at 583. Thus, any claims that Mr. Carr was subjected to a racially hostile work environment or otherwise discriminated against prior to July 10, 1998 are time-barred, and summary judgment should be granted on these claims.

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29 U.S.C. § 255. Accordingly, any claim for wages allegedly due for work performed before July 10, 1998 is also barred.

**C. Mr. Carr Cannot Produce Any Evidence That He Was Discriminated Against On The Basis Of His Race.**

**1. Federal Discrimination Laws Are Not Vehicles For General Judicial Review Of Business Decisions.**

Title VII and § 1981 are not vehicles for general judicial review of business decisions. Discrimination laws were "not intended to diminish traditional management prerogatives." Texas Dep't of Community Affairs v. Burdine, 450 U.S. 248, 259 (1981). Nor do these laws "limit an employer's right to exercise his informed judgment as to how to best run his shop." Gilchrist v. Bolger, 733 F.2d 1551, 1553-54 (11th Cir. 1986). This Court's role is to prevent unlawful practices, "not to act as a 'super personnel department' that second-guesses employers' business judgments." Lee v. GTE Florida, Inc., 226 F.3d 1249, 1254 (11th Cir. 2000), cert. denied, 121 S. Ct. 1486 (2001).

**2. Mr. Carr Is Required To Present Substantial Evidence That WCW Actually And Intentionally Discriminated Against Him On The Basis Of His Race.**

In a disparate treatment case such as this one, Mr. Carr must prove "intentional discrimination." Burdine, 450 U.S. at 256; Reeves v. Sanderson Plumbing Prod., Inc., 530 U.S. 133, 153 (2000). In such a case, "[p]roof of discriminatory motive is critical." Teamsters v. United States, 431 U.S. 324, 335-36 n.15 (1977). Mr. Carr must carry the initial burden of establishing a prima facie case of discrimination. McDonnell Douglas Corp. v.

Green, 411 U.S. 792 (1973). Even if he can establish a prima facie case, WCW's burden is merely to offer evidence, but not persuade, showing that the actions complained of were taken for a "legitimate, nondiscriminatory reason." Reeves, 530 U.S. at 142.

Once such a reason is articulated, any presumption of discrimination arising out of the prima facie case "simply drops out of the picture." St. Mary's Honor Center v. Hicks, 509 U.S. 502, 510-11 (1993). Mr. Carr must then "prove by a preponderance of the evidence that the legitimate reason(s) offered . . . were not [the] true reasons, but were a pretext for discrimination." Burdine, 450 U.S. at 253; see Reeves, 530 U.S. at 143. Mr. Carr must present "concrete evidence in the form of specific facts which show that [WCW's] proffered reason is mere pretext. Conclusory allegations and assertions will not suffice." Earley v. Champion Int'l Corp., 907 F.2d 1077, 1081 (11th Cir. 1990). "The ultimate burden of persuading the trier of fact that defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff." St. Mary's Honor Center, 509 U.S. at 507 (quoting Burdine, 450 U.S. at 253).

**3. Mr. Carr Cannot Produce Any Evidence That He Was Denied Wrestling Opportunities Because Of His Race.**

Most of Mr. Carr's allegations boil down to a "failure-to-hire" type claim. He alleges that since 1998, WCW failed to provide him with opportunities to wrestle, both on a non-contract,



independent contractor basis and under an Independent Contractor Agreement. Mr. Carr, however, cannot produce any evidence that WCW actually and intentionally refused to give him wrestling opportunities "because of" his race. Oncale v. Sundowner Offshore Services, Inc. 523 U.S. 75, 78 (1998)(quoting 42 U.S.C. § 2000e-2(a)(1)). Further, Mr. Carr cannot produce any evidence that WCW's legitimate, nondiscriminatory reasons for its decisions were false and a mere pretext for unlawful discrimination.

**(a) Mr. Carr Cannot Establish A Prima Facie Case  
Of Race Discrimination In WCW's Not Providing  
Him With Additional Wrestling Opportunities.**

In a "failure-to-hire" type case, establishing a prima facie case requires evidence to demonstrate that plaintiff: (1) is a member of a protected minority; (2) was qualified for and applied for a position for which the defendant was accepting applications; (3) was rejected despite these qualifications; and (4) after this rejection the position remained open or was filled by a person outside his protected class. Schoenfield v. Babbitt, 168 F.3d 1257, 1267 (11th Cir. 1999); Welborn v. Reynolds Metals Co., 810 F.2d 1026, 1028 (11th Cir. 1987). Here, Mr. Carr cannot establish the second or fourth elements of his prima facie case because he cannot establish that wrestling opportunities were available that he was qualified for but did not receive.

While Mr. Carr provided occasional, infrequent services to WCW as a wrestler, he claims that in 1998 and 1999, he should have received additional wrestling opportunities. It is undisputed, however, that Mr. Carr did not receive more opportunities because he lacked unique wrestling skills, physique, demeanor, and other characteristics of WCW's better performers. (Morrison Aff. ¶ 4). Mr. Carr's wrestling character, style, and persona were not particularly interesting, unique, or entertaining. Id. Further, by early 1999, WCW was already experiencing and responding to a business downturn and had less need for wrestling talent. (Myers Aff. ¶¶ 5-6). WCW was in no position to give additional opportunities to lesser performers. (Id.; Morrison Aff. ¶ 4). Because Mr. Carr cannot dispute that there were fewer opportunities available and he was considered a lesser performer, he cannot make out a prima facie case.

Mr. Carr further claims that he should have been awarded an Independent Contractor Agreement with WCW. (Carr Dep. at 51-52, 116). But Mr. Carr offers no evidence that he was qualified for such a contract with WCW, and the undisputed evidence shows he was not judged to be a sufficient performer to warrant a contract. Mr. Carr had only limited experience as a wrestler, and he lacked unique wrestling skills, physique, demeanor, and the raw potential to become a successful professional wrestler worthy of being

compensated to train or having his professional services contracted to WCW. (Carr Dep. at 45-46; Morrison Aff. ¶¶ 4, 8). This is why he was not chosen to receive a contract. (Morrison Aff. ¶ 8). Because he cannot show that he was qualified for an Independent Contractor Agreement or possessed the skills and talent to be a contract performer, Mr. Carr cannot make out a prima facie case on this claim.

**(b) WCW Has Articulated Nondiscriminatory Reasons For Not Providing Mr. Carr With Additional Wrestling Opportunities.**

WCW has clearly articulated legitimate, nondiscriminatory reasons for Mr. Carr's not receiving more wrestling opportunities or a contract with WCW, and Mr. Carr can offer no evidence that these reasons are a pretext for unlawful discrimination. As shown above, (1) WCW had fewer wrestling opportunities available, and Mr. Carr was not considered a sufficient performer appropriate to be used for those appearances; and (2) Mr. Carr was not qualified for an Independent Contractor Agreement.<sup>3</sup> These reasons constitute

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<sup>3</sup> That some of the qualifications for being a professional wrestler, such as demeanor or raw potential, involve subjective considerations in no way diminishes WCW's legitimate, nondiscriminatory reasons for selecting other wrestlers over Mr. Carr. Denney v. City of Albany, 247 F.3d 1172, 1185 (11th Cir. 2001) ("an employer's use of subjective factors in making a hiring or promotion decision does not raise a red flag"); Chapman v. Al Transport, 229 F.3d 1012, 1034 (11th Cir. 2000) (federal anti-discrimination statutes do not "deprive an employer the ability to rely on important criteria in its . . . decisions merely because those criteria are only capable of subjective evaluation").

legitimate, nondiscriminatory reasons for WCW's actions. Thus, the burden shifts to Mr. Carr to "directly persuade the court that a discriminatory reason more likely motivated [WCW] or indirectly [prove discrimination] by showing that [WCW]'s proffered explanation is [pretextual and] unworthy of credence." Burdine, 450 U.S. at 255 (1981). This Mr. Carr cannot do.

To establish pretext, Mr. Carr must present "concrete evidence in the form of specific facts which show that the [WCW]'s proffered reason is mere pretext." Earley, 907 F.2d at 1081. Mr. Carr's assertion of his subjective belief that discrimination occurred is not enough. Id.; Elliott v. Grp. Med. & Surg. Serv., 714 F.2d 556, 567 (5th Cir.), cert. denied, 467 U.S. 1215 (1994).

The undisputed evidence is that opportunities to wrestle for WCW on a non-contract basis were diminished at WCW post-1998, and because Mr. Carr had only limited experience as a wrestler and lacked the unique wrestling skills, physique, demeanor, and other characteristics consistent with WCW's better performers, he did not receive those opportunities, nor an Independent Contractor Agreement with WCW. (Myers Aff. ¶ 6; Morrison Aff. ¶¶ 4, 8). Mr. Carr's mere opinion that he was better qualified than wrestlers who appeared on WCW shows or were awarded contracts because he "trained at the Power Plant and these guys never trained anywhere" is insufficient. (Carr Dep. at 119). It is well-settled that "an

employee's own opinions about his qualifications do not give rise to a material factual dispute." Lee, 225 F.3d at 1254 (quoting Simms v. Oklahoma ex rel. Dept. of Mental Health & Substance Abuse Svcs., 165 F.3d 1321, 1329-30 (10th Cir.), cert. denied, 120 S. Ct. 53 (1999)); Ramsey v. Leath, 706 F.2d 1166, 1170 (11th Cir. 1983); see also Holifield v. Reno, 115 F.3d 1555, 1565 (11th Cir. 1997) ("The inquiry into pretext centers upon the employer's beliefs, and not the employee's own perception of his performance."). Mr. Carr cannot substitute his own subjective judgment for WCW's judgment about how to weigh time spent training at WCW's facility against wrestling skills, persona, and other traits necessary to be a wrestler with WCW. See Lee, 226 F.3d at 1254 (court's role is "not to act as a 'super personnel department' that second-guesses employer's business judgments"); Nix v. WLCY Radio/Rahall Comm., 738 F.2d 1181, 1187 (11th Cir. 1984) (refusing to overturn an employer's decision that may seem "unfair" to outside observers); Meiri v. Dacon, 759 F.2d 989, 995 (2d Cir.), cert. denied, 474 U.S. 829 (1985) ("courts must refrain from . . . second-guessing a business's decision-making process").

The only other "evidence" of discrimination that Mr. Carr offers is his own self-serving statement that he was denied opportunities to wrestle "because they [WCW] were racist." (Carr Dep. at 120-121). This baseless allegation does not satisfy his

burden of proving pretext. Mr. Carr presents no "concrete evidence in the form of specific facts" to show that WCW's proffered reasons are pretextual.<sup>4</sup> Earley, 907 F.2d at 1081. In short, none of Mr. Carr's proffered testimony establishes that WCW's reasons for not providing him with additional wrestling opportunities or a contract are pretextual. Mr. Carr has offered nothing but "conclusory assertions," which are insufficient to defeat summary judgment. Id.

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<sup>4</sup> Mr. Carr may attempt to demonstrate pretext by pointing to an alleged statement by Joseph Hamilton that "we're not hiring any blacks." (Carr Dep. at 54-55, 90-91). Even assuming, for purposes of summary judgment only, that this alleged comment was in fact made, it is irrelevant to the issue of pretext in this case. Mr. Hamilton did not decide whether to offer Independent Contractor Agreements to wrestlers. (Hamilton Aff. ¶ 5). As Mr. Carr concedes, he does not even know who made the decisions regarding contracts or what factors went into those decisions. (Carr Dep. at 55-56, 90-91, 96). The Eleventh Circuit "has explained that comments by non-decisionmakers do not raise an inference of discrimination" at the pretext stage. Mitchell v. USBI Co., 186 F.3d 1352, 1355 (11th Cir. 1999); see Miller v. Bed, Bath & Beyond, Inc., No. CV 01-134-1277-S, 2002 WL 214762, at \*14 (N.D. Ala. Jan. 31, 2002) ("comments indicating an improper bias by non-decisionmakers generally do not raise an inference of discrimination or pretext on the part of the employer"). Accordingly, Mr. Hamilton's alleged comments are insufficient to establish pretext. Mitchell, 186 F.3d at 1355; Fletcher v. ADT Sec. Services, Inc., No. 1:99-CV-0504-CC, 2000 WL 33231616, at \*10 (N.D. Ga. Dec. 7, 2000) ("Statements made by a non-decisionmaker . . . are not relevant to the issue of whether a decisionmaker's reasons for firing an employee are pretextual" (citing Price Waterhouse v. Hopkins, 490 U.S. 228, 277 (1989))).

**4. Mr. Carr Cannot Produce Any Evidence That WCW Paid Him Less Than Similarly Situated Individuals Because Of His Race.**

To establish a prima facie case of discriminatory pay, Mr. Carr must show that he was "paid less than a member of a different race was paid for work requiring substantially the same responsibility." Pittman v. Hattiesburg Mun. Separate Sch. Dist., 644 F.2d 1071, 1074 (5th Cir. 1981). Here, Mr. Carr cannot establish that he was paid less than anyone who worked in a substantially similar position. Mr. Carr limits his pay claim to the time that he was an employee on WCW's ring crew. (Carr Dep. at 128-130). Mr. Carr asserts that he was paid less than his fellow ring crew employee Mike Wenner. (Id. at 105-106, 129-130). In fact, the undisputed evidence is that Mr. Carr was paid more than Mr. Wenner for performing the same job. (Myers Aff. ¶ 12).<sup>5</sup> Accordingly, Mr. Carr cannot establish a prima facie case of discriminatory pay, and summary judgment should be granted.

The foregoing discussion illustrates that Mr. Carr has utterly failed to meet his burden of producing "significant probative evidence" of intentional race discrimination. Clark, 717 F.2d at 529 n.5. There is simply no evidence that WCW discriminated against Mr. Carr due to his race at any time, or in

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<sup>5</sup> Mr. Carr's hearsay statement that Mr. Wenner said he made \$51,000 per year does not create a factual dispute. Indeed, Mr. Carr admits that Mr. Wenner could have been wrong about his salary or could have been making it up. (Carr Dep. at 105-106).

any form or fashion, because "[n]ondiscriminatory reasons just as readily explain [any alleged] difference in treatment." Id. at 1186. This Court therefore should enter summary judgment on all of Mr. Carr's discrimination claims because he has failed to "put on sufficient evidence to allow a factfinder to disbelieve [WCW's] proffered explanation for its actions." Combs v. Plantation Patterns, 106 F.3d 1519, 1532 (11th Cir. 1997), cert. denied, 522 U.S. 1045 (1998).<sup>6</sup>

**5. Mr. Carr Cannot Produce Any Evidence Of A Racially Hostile Work Environment.**

To succeed with his hostile environment claim, Mr. Carr must demonstrate that the alleged actions of WCW "altered the condition of the workplace, creating an objectively abusive and hostile atmosphere." Edwards v. Wallace Community College, 49 F.3d 1517, 1521 (11th Cir. 1995) (citing Harris v. Forklift Sys., Inc., 510 U.S. 17, 21 (1993)). "For example, the racial slurs allegedly

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<sup>6</sup> Summary judgment should also be entered on any retaliation claim brought by Mr. Carr. Although he asserts that WCW retaliated against him for filing the instant lawsuit, Mr. Carr cannot demonstrate that WCW took any adverse action against him in retaliation for filing his Complaint or otherwise. (Carr Dep. at 133, 135-36, 138-39). A retaliation claim requires proof of three elements: (i) engaging in statutorily protected conduct; (ii) suffering an adverse employment action; and (iii) a causal connection between the adverse action and the protected conduct. Farley v. Nationwide Mut. Ins. Co., 197 F.3d 1322, 1336 (11th Cir. 1999). Mr. Carr cannot provide any evidence that he suffered any adverse employment action after filing his lawsuit. (Carr Dep. at 133, 135-36, 138-39). Nor can he show any causal relation between any action and the filing of his Complaint. Accordingly, summary judgment should be granted on Mr. Carr's retaliation claim.



spoken . . . had to be so 'commonplace, overt and denigrating that they created an atmosphere charged with racial hostility.'" Id. Factors to consider include the frequency and severity of the alleged discriminatory conduct, whether the conduct was threatening or humiliating, and whether it unreasonably interfered with Mr. Carr's work performance. Id. at 1521-22.

Even assuming *arguendo* the truth of every incident Mr. Carr describes to support his claim, these incidents are insufficient as a matter of law to create a racially hostile work environment. The alleged discriminatory conduct was far from "commonplace;" it was not harsh or severe; and it was not physically threatening. (Carr Dep. at 94-95, 97-100, 103). Nor did the conduct affect Mr. Carr's performance at WCW. In fact, he continued performing his job on the ring crew without impact until WCW completely closed down. (Myers Aff. ¶ 12; Carr Dep. at 107, 114). Simply put, Mr. Carr can offer no evidence of the kind of "discriminatory intimidation, ridicule, and insult" that is "sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment." Harris v. Forklift Systems, 510 U.S. at 21; Wallace, 49 F.3d at 1521. Accordingly, summary judgment should be granted on Mr. Carr's hostile environment claim.

**D. Summary Judgment Should Be Granted On Mr. Carr's State Law Intentional Infliction Of Emotional Distress Claim.**

To establish a claim for intentional infliction of emotional distress ("IIED") under Georgia law, a plaintiff must establish four elements: (1) intentional or reckless conduct, and (2) extreme and outrageous conduct by the defendant; (3) severe emotional distress suffered by the plaintiff; and (4) a causal connection between the conduct and the emotional distress. Hendrix v. Phillips, et al., 428 S.E.2d 91, 92-93 (Ga. App. 1993). To be "extreme and outrageous," the alleged conduct must be "so terrifying or insulting as naturally to humiliate, embarrass or frighten" the plaintiff and so severe that "no reasonable man could be expected to endure" these actions. Beck v. Interstate Brands Corp., 953 F.2d 1275, 1276 (11th Cir. 1992). Liability for IIED does not extend to "mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities." Ward v. Papa's Pizza To Go, Inc., 907 F. Supp. 1535, 1540 (S.D. Ga. 1995). Thus, when a plaintiff alleges that conduct such as race discrimination constitutes IIED, he must provide more than just allegations of discrimination. Rather, the alleged conduct must be severe, such as an on-going pattern of explicit and oppressive harassment that includes or resembles a physical assault, see Coleman v. Hous. Auth. of Americus, 381 S.E.2d 303 (Ga. App. 1989), or racial epithets and race-based decisions in carrying out

a contract combined with extreme and graphic threats of bodily harm, dismemberment and death, see Brown v. Manning, 764 F. Supp. 183, 185 (M.D. Ga. 1991).

Here, Mr. Carr cannot meet this high burden of establishing the required level of outrageous conduct. Rather, Mr. Carr testified that there is nothing other than WCW's alleged discrimination that caused him emotional harm. (Carr Dep. at 132). Because Mr. Carr must establish more than just allegedly discriminatory conduct to proceed with his claim for IIED, summary judgment should be entered on this claim. Beck, 953 F.2d at 1276 (discharge of employee for allegedly discriminatory reasons insufficient to support IIED claim); Ward, 907 F. Supp. at 1542 (repeated refusal to hire an individual under circumstances that could constitute unlawful discrimination insufficient to establish IIED claim); Borden v. Johnson, 395 S.E.2d 628 (Ga. App. 1990) (demotion or discharge for whatever reason, even a discriminatory reason, does not give rise to IIED claim).

**E. Plaintiff's FLSA Claims Have No Merit.**

**1. Mr. Carr Was Not An Employee Of WCW During The Relevant Time Period.**

Mr. Carr asserts that WCW failed to pay him the minimum wage and overtime, as required by the FLSA, during the time he was training at the Power Plant and providing wrestling services to

WCW. (Complaint ¶¶ 54-65; Carr Dep. at 140).<sup>7</sup> The FLSA, however, provides minimum wage and maximum hour protection only to employees as defined therein. 29 U.S.C. §§ 203(e)(1) and (g), 206(a), and 207(a). As shown below, Mr. Carr cannot demonstrate that he was an "employee" of WCW during the time for which he brings claims for minimum wage and overtime pay.

To determine whether an FLSA-covered employer/employee relationship exists, courts "look not to the common law definitions of those terms, . . . but rather to the 'economic reality' of all the circumstances concerning whether the putative employee is economically dependent upon the alleged employer." Aimable v. Long and Scott Farms, 20 F.3d 434, 439 (11th Cir. 1994) (emphasis added) (citing Rutherford Food Corp. v. McComb, 331 U.S. 722, 730 (1947)). Where an individual provides services to several different companies, performs his services by the job rather than on a more permanent basis, uses his own material, and exercises control over the manner in which he performs his services, he is in "economic reality" an independent businessman, not an employee covered by the FLSA. Donovan v. Tehco, Inc., 542 F.2d 141, 143-44 (5th Cir. 1981).

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<sup>7</sup> Mr. Carr does not claim that he was not paid minimum wage or overtime during his employment on WCW's ring crew. (Carr Dep. at 140).

Applying the "economic reality" test to Mr. Carr, during the time he was training at the Power Plant and providing services to WCW as a wrestler he was in reality an independent businessman. He "worked for several other [employers] during the period at issue, invariably worked by the job rather than by the hour, supplied his own materials on occasion, and possessed complete independence in" deciding when and whether to come to the Power Plant and train. Id. at 440; (Carr Dep. at 43-44, 48, 50, 61-62, 69-70). He also filed federal income tax returns as a sole proprietorship, listing his income from WCW as "nonemployee compensation." (Id. at Exh. 4). These undisputed facts demonstrate, as a matter of "economic reality," that Mr. Carr was not "economically dependent upon" WCW. Aimable, 20 F.3d at 439. Accordingly, he was not an employee under the FLSA, and WCW is entitled to summary judgment on Mr. Carr's FLSA claims. Id.; Donovan v. Tehco, 542 F.2d at 143-44.

**2. Mr. Carr Did Not Work Any Overtime During The Relevant Time Period.**

Mr. Carr's claim for overtime pay also fails because he did not work more than forty (40) hours in any workweek. The FLSA requires an employer to pay overtime only if an employee is required to work "a workweek longer than forty hours." 29 U.S.C. § 207(a)(1). As Mr. Carr admitted, he never performed more than five or six hours of work per week for which he claims he should

have been paid but was not paid. (Carr Dep. at 140-43). Since Mr. Carr concedes that the work for which he is claiming overtime never involved work hours in excess of forty hours per week, WCW is entitled to summary judgment on Mr. Carr's overtime claims. 29 U.S.C. § 207(a)(1).

**IV. CONCLUSION**

For all of the foregoing reasons, Defendants' Motion for Summary Judgment should be granted.

This 8th day of March, 2002.

TROUTMAN SANDERS LLP



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JAMES A. LAMBERTH  
Georgia Bar No. 431851  
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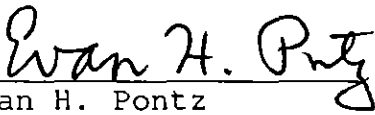
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Attorneys for Defendants  
Universal Wrestling Corporation  
(f/k/a World Championship Wrestling,  
Inc.) and Turner Sports, Inc.

**CERTIFICATION**

Pursuant to Local Rule 7.1(D), I certify that this Memorandum of Law has been prepared with one of the fonts and point selections ("Courier New 12") approved by the Court in Local Rule 5.1(B).

This 8th day of March, 2002.

  
Evan H. Pontz  
TROUTMAN SANDERS LLP  
Suite 5200, Bank of America Plaza  
600 Peachtree Street, N.E.  
Atlanta, GA 30308-2216  
(404) 885-3000

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

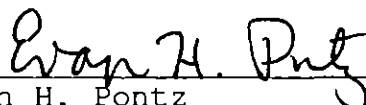
TONY BYRON CARR,	)	
	)	
Plaintiff,	)	
v.	)	CIVIL ACTION FILE
	)	NO. 1:00-CV-1721-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
and TURNER SPORTS, INC.,	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of this **MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** upon the interested parties by depositing a copy of same in the U.S. Mail, properly addressed with adequate postage, to:

Lee Breedlove  
1st Union Bank Building  
250 E. Ponce DeLeon Avenue  
Suite 425  
Decatur, Georgia 30030

This 8th day of March, 2002.

  
\_\_\_\_\_  
Evan H. Pontz  
TROUTMAN SANDERS LLP  
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600 Peachtree Street, N.E.  
Atlanta, GA 30308-2216  
(404) 885-3000



IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

TONY BYRON CARR,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-1721-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
and TURNER SPORTS, INC.,	)	
	)	
Defendants.	)	

AFFIDAVIT OF DIANA MYERS

DIANA MYERS, who having personally appeared before the undersigned officer duly authorized to administer oaths and having been first duly sworn according to law, deposes and states the following:

1. My name is Diana Myers. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I was employed by Universal Wrestling Corporation (f/k/a/ World Championship Wrestling, Inc. and hereinafter referred to as "WCW") beginning in October 1997 and most recently held the title of Vice President of Business and Legal Affairs. In my position at WCW, I was familiar with virtually all aspects of WCW's business and legal affairs.

3. WCW created, produced, and marketed professional wrestling programs during the 1990s and through March 2001. WCW's wrestling programs were seen by live audiences and/or aired on various television networks and pay-per-view cable and satellite systems. WCW's wrestling programs, both live and taped, were created by writers and producers at WCW, with the goal of entertaining wrestling fans and general audiences nationwide.

4. WCW's wrestling programs included appearances by many types of live or "on-screen" talent, including wrestlers, match referees, and other wrestling talent appearing on camera or at live (but non-televised) events. These individuals appearing in wrestling programs provided their services to WCW as independent contractors, either through formal Independent Contractor Agreements or without written contracts.

5. WCW had much commercial and financial success during the mid to late 1990s. In 1999, WCW's business suffered from a sharp downturn and WCW was losing significant sums of money. Therefore, WCW began downsizing its operations by reducing the number of talent it contracted with, reducing the compensation of existing talent, and producing fewer and fewer wrestling programs. As part of the downsizing, WCW considered canceling some of its shows. In early 2000, WCW in fact terminated some

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of its programs and also reduced the length of some of its other remaining wrestling programs.

6. Due to these business circumstances and WCW's downsizing efforts, in 1999 and over the next two years, WCW had less and less need for wrestling services, including on-screen wrestling talent.

7. The downsizing efforts did not stop WCW's business downturn, and in March 2001, WCW sold its principal assets and completely closed down its operations. After the sale of assets was completed, WCW changed its name to Universal Wrestling Corporation to close up remaining corporate operations.

8. From 1995 through approximately 1999, Mr. Carr provided occasional, infrequent services to WCW as an independent contractor wrestler. Mr. Carr was paid a flat fee each time he provided wrestling services.

9. In 1998, WCW decided to move the Power Plant from the previous location on Carroll Drive in Smyrna, Georgia to a new location on Log Cabin Drive, also in Smyrna. This new Power Plant facility was specifically established to work with a smaller group of wrestler trainees rather than the large, undefined group that had been training or working out at the previous Power Plant location.

10. This smaller group of wrestlers who would be training at the new facility were given the opportunity to sign

.....

Independent Contractor Agreements with WCW. Previously, these wrestlers had not had agreements with WCW but were non-contract independent contractors paid a flat fee each time they participated in a WCW event.

11. After evaluating all of the individuals who were then training at the Power Plant, including Mr. Carr, WCW selected approximately twelve trainees who would be allowed to continue training at the new facility and would be offered ICAs. This selection process was based on the evaluation of these individuals' wrestling skills and persona and their display of the traits necessary to become successful professional wrestlers. Mr. Carr was not selected to train at the new facility because he was not considered among the best talents of those training at the Power Plant.

12. In 1999, Mr. Carr became an employee of WCW, working on WCW's ring crew. As a ring crew employee, Mr. Carr earned \$35,000 annually. Mr. Carr's co-employee on the ring crew, Mike Wenner, who at the time held the same ring crew position as Mr. Carr, earned \$34,000 annually in that position. Mr. Carr remained an employee on the ring crew until WCW ceased its operations in March 2001, when the employees on the ring crew and elsewhere with WCW were discharged.

FURTHER AFFIANT SAYETH NAUGHT.

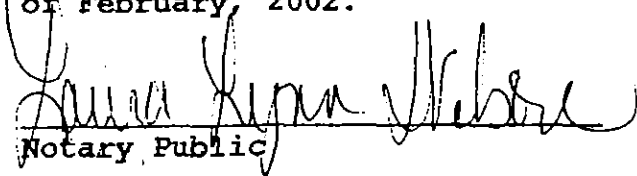
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This 28<sup>th</sup> day of February, 2002.



DIANA MYERS

Sworn to and subscribed  
before me this 28<sup>th</sup> day  
of February, 2002.

  
Notary Public

My Commission Expires:

Notary Public, Henry County, Georgia  
My Commission Expires Jan. 11, 2006.

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IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

TONY BYRON CARR,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-1721-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
and TURNER SPORTS, INC.,	)	
	)	
Defendants.	)	

AFFIDAVIT OF JOSEPH HAMILTON

BEFORE ME, the undersigned Notary Public, appeared JOSEPH HAMILTON, who deposes and says as follows:

1. My name is Joseph Hamilton. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I was employed by World Championship Wrestling, Inc. ("WCW") through the 1990s and until March 2001, most recently as Director of Transportation of Ring Equipment for Television. Prior to that position, I was in charge of training programs at WCW's Power Plant wrestling training facility located at Carroll Drive in Smyrna, Georgia.

3. As part of my duties in charge of the wrestling training programs at the Power Plant at Carroll Drive, I worked with WCW's wrestlers and trainees. From 1995 through approximately 1999, Tony Carr provided occasional, infrequent services to WCW as an independent contractor wrestler without a written agreement.

4. In 1998, WCW decided to move its Power Plant wrestling training facility from the location on Carroll Drive to a new location on Log Cabin Drive, also in Smyrna. At this new Power Plant location, WCW worked with only a smaller group of wrestler trainees than the large number that had been training or working out at the previous location.

5. It is my understanding that this smaller group of wrestlers who would be training at the new facility were selected to sign Independent Contractor Agreements ("ICAs") with WCW. I had no involvement in the decisions whether to offer ICAs to wrestlers.

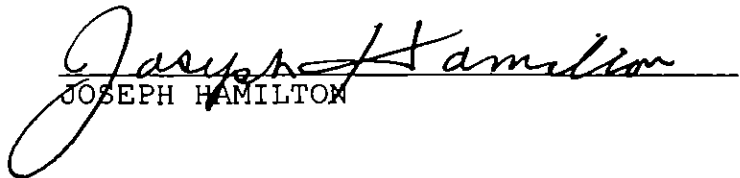
6. After the Power Plant moved to the Log Cabin Drive location, I assumed the position of Director of Transportation of Ring Equipment for Television. In this position, I was responsible for directing WCW's ring crew. The ring crew consisted of a number of individuals who, working in teams of

two, were responsible for the wrestling rings used for the matches. The ring crew transported the ring to each match location; set up the ring; maintained and cleaned it before, during and after the wrestling matches; and then broke down the ring and hauled it to the next designated match location.

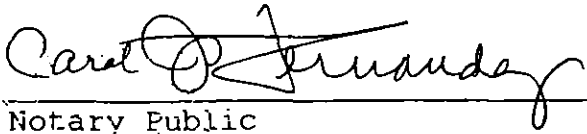
7. Sometime after the move to the new location, Mr. Carr was offered a position as an employee on the ring crew. The ring crew jobs provided steady work, and offered better compensation than wrestling on an independent contractor basis. Mr. Carr accepted the position as a ring crew employee.

FURTHER AFFIANT SAYETH NAUGHT.

This 27<sup>th</sup> day of February, 2002.

  
JOSEPH HAMILTON

Sworn to and subscribed  
before me this 27<sup>th</sup> day  
of February, 2002.

  
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia

My Commission Expires March 22, 2004



IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

TONY BYRON CARR,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:00-CV-1721-CC
WORLD CHAMPIONSHIP WRESTLING, INC.,	)	
and TURNER SPORTS, INC.,	)	
	)	
Defendants.	)	

AFFIDAVIT OF JAMES A. MORRISON

BEFORE ME, the undersigned Notary Public, appeared JAMES A. MORRISON, who deposes and says as follows:

1. My name is James A. Morrison, professionally known as J.J. Dillon. I am of majority age, and I give this testimony of my own free will. I have personal knowledge of and am competent to testify to the facts stated herein. The facts stated herein are true and correct.

2. I was employed by World Championship Wrestling, Inc. ("WCW") from approximately November 1996 until March 2001. Prior to becoming an employee of WCW, I provided services to WCW as an independent consultant.

3. As part of my duties as a WCW employee, I worked with WCW's wrestlers and trainees. During my employment with WCW, Tony Carr provided occasional, infrequent services to WCW as an independent contractor wrestler without a written agreement.

4. Based on my experience in the wrestling industry and at WCW, the creators, producers, and marketers of professional wrestling programming such as WCW's use their better performers with greater frequency in their wrestling programs. The reason Tony Carr did not receive more opportunities to wrestle for WCW on an independent contractor basis was that he was not one of WCW's better performers. Mr. Carr lacked unique wrestling skills, physique, demeanor, and other characteristics consistent with WCW's better performers. Mr. Carr's wrestling character, style and persona were not particularly interesting, unique, or entertaining.

5. In 1998, WCW decided to move its Power Plant wrestling training facility from its original location on Carroll Drive to a new location on Log Cabin Drive. As part of my duties as a WCW employee, I oversaw the changes in office structure and setup that occurred when the Power Plant moved to the new location.

6. At the new Power Plant location, WCW elected to work with a smaller group of wrestler trainees rather than the large number that had been training or working out at the previous location. This smaller group of wrestlers who would be training at the new facility were selected to sign Independent Contractor Agreements with WCW.

7. As part of my duties as a WCW employee, I evaluated the wrestler trainees who wanted to continue training at the new location. This evaluation was based on these individuals' wrestling skills, physique, and demeanor and their drive, ambition, and raw potential to become successful professional wrestlers.

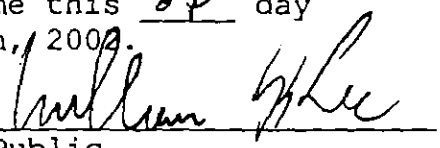
8. Mr. Carr was not among the roughly 12 individuals selected to train at the new facility because in my opinion he lacked unique wrestling skills, physique, demeanor, and the raw potential to become a successful professional wrestler worthy of being given compensation to train or having his professional services contracted to WCW. The decision not to select Mr. Carr was not based in any way on his race.

FURTHER AFFIANT SAYETH NAUGHT.

This 7<sup>th</sup> day of March, 2002

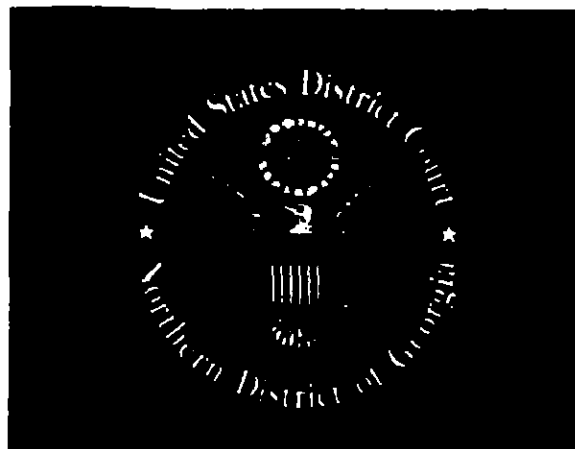
  
JAMES A. MORRISON

Sworn to and subscribed  
before me this 07 day  
of March, 2002.

  
Notary Public

My Commission Expires:





## EXHIBIT / ATTACHMENT

  
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(To be scanned in place of tab)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

MAR 25 1994

LUTHER D. THOMAS, Clerk  
By: [Signature] Deputy Clerk

ROBERT ROSS, JR.

Plaintiff,

vs.

WORLD CHAMPIONSHIP  
WRESTLING, INC.

Defendant.

CIVIL ACTION

FILE NO. 1:93-CV-1206-JEC

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT  
WORLD CHAMPIONSHIP WRESTLING, INC.'S  
MOTION FOR SUMMARY JUDGMENT

COMES NOW World Championship Wrestling, Inc. ("WCW"), Defendant in the above-styled action, and pursuant to Rule 56(c) of the Federal Rules of Civil Procedure and Rule 220-5 of the Local Rules to the United States District Court, Northern District Court of Georgia, timely files this Memorandum of Law in support of its Motion for Summary Judgment.

I. INTRODUCTION

On June 1, 1993, Plaintiff Robert L. Ross, Jr. ("Plaintiff") filed the instant lawsuit against WCW. In his Complaint, Plaintiff alleged that WCW: (1) paid him less than similarly situated white wrestlers, (2) failed to promote him to heavyweight champion, (3) denied him promotion and/or endorsement opportunities with other companies, and (4) "terminated" him on the basis of his race (black), in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §2000(e). WCW timely filed an Answer to Plaintiff's Complaint, denying its

material allegations and asserting several affirmative defenses. The discovery period as established by this Court's local rules has ended, and pursuant to this Court's Order, dated December 31, 1993, WCW now moves for summary judgment on Plaintiff's claims on the following grounds:

1. The undisputed facts establish that Plaintiff was never an employee of WCW, but was an independent contractor as a matter of law, and therefore, this Court lacks subject matter jurisdiction over Plaintiff's claim;
2. The undisputed facts establish that Plaintiff cannot present a prima facie case of race discrimination as a matter of law; and
3. The undisputed facts establish that at all times WCW acted with respect to Plaintiff on the basis of legitimate, non-discriminatory reasons unrelated to Plaintiff's race.

Because the undisputed facts show that Plaintiff cannot meet the burden of proving his claims at trial, WCW's Motion for Summary Judgment should be granted and Plaintiff's Complaint should be dismissed.

## II. STATEMENT OF FACTS

### A. Plaintiff's Background

Plaintiff graduated from North Cobb High School in 1977, and immediately entered the Army. (Deposition of Plaintiff Robert L. Ross, Jr. (hereinafter "Ross Dep."), pp. 9-10)). While in the Army, Plaintiff rose to the rank of Platoon Sergeant in the Army Rangers, and was honorably discharged in 1986. (Ross Dep., p. 10) Prior to his discharge, Plaintiff determined that he wanted to pursue a career as a professional wrestler.<sup>1</sup>

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<sup>1</sup> Plaintiff had previously wrestled in high school and in the Army. (Ross. Dep., p. 21)

In pursuit of this goal, Plaintiff took an extended vacation from the Army in October 1985 and attended well-known wrestler Thunderbolt Patterson's wrestling school in Atlanta, Georgia. (Ross Dep., pp. 20-24) Thunderbolt Patterson trained Plaintiff approximately two to three (2-3) hours per night, three to four (3-4) times per week for a period of three months. (Ross Dep., p. 20) For his training, Plaintiff paid Thunderbolt Patterson the sum of twelve hundred dollars (\$1200) from his savings.

Upon his discharge from the Army, Plaintiff adopted the ring name "Ranger Ross," and the "gimmick" of portraying himself as a war hero. (Ross Dep., p. 19) Plaintiff purchased a costume and equipment with his own money, and began wrestling for Deep South Championship Wrestling ("DSCW"). (Ross Dep., pp. 12-16) Plaintiff testified that his relationship with DSCW was typical of the relationship between wrestlers and wrestling companies throughout the industry. Plaintiff wrestled three or four times weekly, under the terms of an oral independent contractor agreement, and was subject to minimal supervision. (Ross Dep., pp. 13-16)

Plaintiff's boss at DSCW, Jody Hamilton, would contact Plaintiff, provide him with the schedule of events and their locations, instruct Plaintiff as to the outcome of his matches, and pay him the agreed upon amount. (Ross Dep., pp. 13-16) Although the wrestlers were told where, when and whom to wrestle, as well as who was to win the match, the details of each match were left to Plaintiff and his opponent. During the entire year

and a half that Plaintiff wrestled for DSCW, DSCW did not withhold social security tax or payroll tax from Plaintiff's pay, and DSCW did not provide Plaintiff with any vacation, pension, insurance or medical benefits. (Ross Dep., pp. 14-16)

While wrestling for DSCW, Plaintiff also held a full-time position (40 hours per week) as a press operator at a local textile company, Coates & Clarke, at a salary of \$250.00 per week. (Ross Dep., p. 16) Plaintiff testified that nothing in his agreement with DSCW precluded him from holding other jobs with other employers. (Ross Dep., p. 16)

By January 1988, it was apparent to Plaintiff that DSCW was not drawing large enough crowds and was in financial trouble. So Plaintiff went to work for Southern Championship Wrestling ("SCW") under an oral agreement almost identical to his deal with DSCW.<sup>2</sup> (Ross Dep., p. 18) Plaintiff wrestled for SCW approximately three days per week, was paid by the match, and also was paid a percentage of the gate. (Ross Dep., pp. 18-19) Plaintiff's pay averaged between two hundred to three hundred dollars (\$200-\$300) per week. Plaintiff continued to wrestle under the name "Ranger Ross." Like DSCW, SCW did not reimburse Plaintiff for the cost of his costumes or equipment, did not withhold social security or payroll taxes, and did not provide Plaintiff with any vacation, pension, insurance, or medical benefits. Plaintiff wrestled for SCW for approximately one year,

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<sup>2</sup> DSCW went bankrupt shortly after Plaintiff left in 1988. (Ross Dep., p. 17)



**C. May 1990 and Subsequent Events.**

After leaving WCW, in May of 1990, Plaintiff went to Japan and wrestled for one month. (Ross Dep., pp. 58-60) In July 1990, upon his return from Japan, Plaintiff began wrestling for North Atlantic Championship Wrestling ("NACW"). (Ross Dep., p. 61) Plaintiff wrestled for NACW under the terms of an oral independent contractor agreement, three or four nights per week, and was paid \$100 per night. (Ross Dep., pp. 50, 61-62) As is standard practice with wrestling companies, NACW did not withhold social security tax, federal or state payroll tax from these payments, and provided Plaintiff with no pension, medical, insurance or vacation benefits. (Ross Dep., p. 62) Further, Plaintiff, who was still wrestling as "Ranger Ross," paid for all of his costumes and equipment. (Ross Dep., p. 46)

**D. Plaintiff's Second Stint With WCW.**

In January of 1991, WCW President Jim Herd telephoned Plaintiff and asked him if he wanted to wrestle for WCW again. Plaintiff accepted immediately and met with Jim Herd to negotiate a contract. (Ross Dep., pp. 65, 72) Herd and Plaintiff agreed on a six month contract under which Plaintiff would earn \$1500.00 per week for his services. (Ross Dep., pp. 68, 72) Plaintiff testified that he agreed to these terms and signed a "WCW Freelance Wrestler/Independent Contractor Agreement" (the "Agreement") on January 9, 1991. (Ross Dep., pp. 70-71; Defendant's Exhibit 2 (attached hereto as Exhibit "A"))

The Agreement itself is in plain language and is simple to read. As Plaintiff testified, he read the Agreement prior to signing it and understood it in its entirety. (Ross Dep., pp. 71-72) Paragraph 2 of the Agreement states:

I understand and agree that I perform such services as an independent contractor and not as an employee of WCW. I agree that I shall be fully responsible for taxation on the amounts paid to me by WCW as compensation for my services and that WCW shall bear no responsibilities for such taxation. I agree that I am not entitled to the benefits provided by WCW to its employees. I understand that WCW makes no commitment to use my services and makes no guarantee of any number of events or amount of compensation.

(See Exhibit "A" hereto) As this language makes clear, Plaintiff was not an employee of WCW, but was an independent contractor. In fact, Plaintiff testified that he understood that he was not an employee of WCW. (Ross Dep., pp. 72-73)

During his service with WCW from January, 1991 through July, 1991, WCW communicated with Plaintiff primarily through booking sheets which contained pertinent scheduling information. (Ross Dep., pp. 79-80) The booking sheets sent to Plaintiff specified which wrestlers would wrestle whom, and the location and dates of the matches. The booking sheets announced matches anywhere from two weeks to thirty days in advance. (Ross Dep., pp. 79-81) Plaintiff and the other WCW wrestlers were responsible for buying plane tickets and getting to the matches. Once at the venue, the wrestlers would go to the dressing room, get dressed in their costumes, and wait for further instructions. (Ross Dep., pp. 81-82)

Then, a representative of WCW, usually the road agent, or sometimes the referee, would make sure that all wrestlers scheduled to wrestle were present, specify which wrestler was supposed to win or lose the various matches, and tell the wrestlers how to finish the match. (Ross Dep., p. 82) The wrestlers themselves were free to choreograph the remainder of the match up to the finish. Plaintiff testified that beyond specifying who was to win or lose, and ensuring that the wrestlers were ready to wrestle, WCW did not supervise him further. (Ross Dep., pp. 83-84)

During the January 1991-July 1991 time period, Plaintiff's primary contact at WCW was Dusty Rhodes. Mr. Rhodes was responsible for: (a) arranging or booking WCW's professional wrestling matches at various venues throughout the country, (b) determining which wrestlers would wrestle at the events (including which wrestlers would wrestle against each other), (c) determining the final outcome of the wrestling matches, (d) evaluating and recruiting talent, and (e) deciding which wrestler(s) would progress or be "pushed" to the rank of heavyweight champion. (Affidavit of Virgil Runnels, a/k/a Dusty Rhodes (hereinafter "Rhodes Aff."), ¶ 3)

During the January 1991 through July 1991 time period, it became apparent to WCW that Plaintiff lacked the talent, skills and, most importantly, the audience appeal necessary to be considered to be WCW's heavyweight champion. (Rhodes Aff., ¶ 6) Professional wrestlers must be capable of whipping the crowd into

a frenzy. Crowds who are vocal and involved in a match enjoy themselves and return to other wrestling events, which ensures the continued financial viability of companies like WCW. (Rhodes Aff., ¶ 6) According to Dusty Rhodes, Plaintiff was unable to generate sufficient excitement and interest among the crowd. (Rhodes Aff., ¶ 6) His performances simply were not sufficiently entertaining. (Rhodes Aff., ¶ 6)

While Plaintiff's gimmick of portraying himself as war hero "Ranger Ross" generated some interest among the crowd (particularly during 1991's Operation Desert Storm), Plaintiff failed to sustain and build upon that interest. (Rhodes Aff., ¶ 6) In short, Plaintiff was one of the hundreds of professional wrestlers who could not sell tickets and could not draw crowds.<sup>3</sup> (Rhodes Aff., ¶ 6) He simply did not stand out. Accordingly, Plaintiff was not qualified to be named WCW's heavyweight champion. (Rhodes Aff., ¶ 6) Conversely, Rick Flair (white), Ron Simmons (black), and Lex Luger (white), all of whom were heavyweight champions for WCW, each had an appealing gimmick and the charisma and audience appeal to generate massive and unmistakable reactions from the audience. (Rhodes Aff., ¶ 6)

Plaintiff testified that Rhodes approached him in early 1991 and enlisted Plaintiff's help in pushing Ron Simmons, a black wrestler, to the position of WCW's heavyweight champion. (Ross Dep., pp. 77-79, 93) Specifically, Plaintiff testified that

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<sup>3</sup> WCW used the services of approximately 334 male wrestlers in 1991. (Holman Aff., ¶ 5)

Rhodes hoped to make Simmons the heavyweight champion, and further that Rhodes enlisted Plaintiff's assistance by asking Plaintiff to serve as Simmons' "trainer." (Ross Dep., pp. 77-79) The idea was to highlight Plaintiff's military background and to portray Plaintiff as putting Simmons through military style training in preparation for an "assault" on the heavyweight title. (Ross Dep., pp. 77-79) It is undisputed that Rhodes initiated Simmons' push to heavyweight champion, and asked for Plaintiff's help in that process, before the expiration of Plaintiff's Agreement in July of 1991. (Ross Dep., pp. 77-79) Further, it is undisputed that Ron Simmons, a black male, thereafter became WCW's heavyweight champion. (Ross Dep., pp. 122-123)

In mid-1991, due to the declining popularity of professional wrestling, WCW was forced to cut its budget. (Herd Aff., ¶ 6) As part of the measures taken to cut the budget, WCW did not renew the independent contractor agreements of several wrestlers, including Plaintiff's. (Herd Aff., ¶ 6) It is, however, undisputed that Plaintiff was not terminated or fired by WCW. Rather, his Agreement simply was not renewed. (Ross Dep., p. 73)

Plaintiff was one of fourteen professional wrestlers whose agreements were not renewed by WCW during the summer of 1991. (Rhodes Aff., ¶ 8; Affidavit of WCW's James Herd (hereinafter "Herd Aff.") ¶ 6) Significantly, Plaintiff was the only black among the fourteen wrestlers released by WCW in the summer of 1991. (Rhodes Aff., ¶ 8) Moreover, Plaintiff earned more than

ten of the fourteen wrestlers that were released with him in the summer of 1991. Pertinent data on the fourteen (14) wrestlers released by WCW in the Summer of 1991 (i.e. their names, their 1991 earnings, the length of time they were active, and their race) is as follows:

<u>NAME</u>	<u>1991 EARNINGS/TIME ACTIVE</u>	<u>RACE</u>
Ranger Ross	\$36,250.00 (6 MOS.)	Black
Rip Morgan	\$29,622.00 (7.5 MOS.)	White
Randy Colley	\$29,925.00 (6.0 MOS.)	White
Robert Gibson	\$00.00 (inactive)	White
George Gray	* \$74,000.00 (8.5 MOS.)	White <sup>4</sup>
Billy Jack Haynes	\$16,500.00 (4.0 MOS.)	White
Oliver Humperdink	\$00.00 (inactive)	White
Black Bart	\$26,350.00 (7.5 MOS.)	White
Dutch Mantel	* \$58,240.00 (9.5 MOS.)	White
Dick Murdoch	\$16,750.00 (4.5 MOS.)	White
Jack Victory	\$32,200.00 (6.0 MOS.)	White
Dick Slater	\$16,750.00 (4.0 MOS.)	White
Sam Houston	\$19,150.00 (5.0 MOS.)	White
Danny Spivey	* \$57,000.00 (5.5 MOS.)	White

(Rhodes Aff., ¶ 8; Holman Aff., ¶ 9)

Upon expiration of Plaintiff's Agreement, Plaintiff was informed that his Agreement would not be renewed. (Ross Dep., pp. 92-93) After Plaintiff's release, however, WCW contacted him once to ask him to wrestle at a special event. (Ross Dep., p. 111) Plaintiff agreed to do so and in fact wrestled at a WCW event in August 1991. (Ross Dep., p. 111) WCW paid Plaintiff a flat fee for that one match. (Ross Dep., p. 111) Plaintiff later filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"). After receipt from the EEOC of

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<sup>4</sup> The three wrestlers who earned more than Plaintiff's \$1500.00 weekly salary are marked with an asterisk (\*).

his Right-to-Sue Notice, Plaintiff filed the instant action on June 1, 1989.

**E. Events Since Plaintiff's Lawsuit was filed.**

Plaintiff's discovery efforts in this case highlight the fact that (a) Plaintiff cannot prove the requisite elements of his claims and (b) that Plaintiff intends to distort the facts in an attempt to confuse and mislead the Court. Of the thousands of documents that WCW made available for Plaintiff's inspection, Plaintiff chose to copy only a handful of documents. Instead of copying all of the documents relating to payments made by WCW to hundreds of WCW wrestlers, Plaintiff copied only the largest paycheck stubs of a handful of top white<sup>5</sup> WCW wrestlers from selected pay periods. Undoubtedly, Plaintiff will attempt to distort this limited information and make incorrect extrapolations about how much certain WCW wrestlers were paid. Because Plaintiff did not look at all of the documents and because Plaintiff did not analyze all of the pertinent data, Plaintiff has no idea of how much other WCW wrestlers were paid,

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<sup>5</sup> Plaintiff ignored the files of Ron Simmons and Teddy Long, black wrestlers who rank among the highest paid at WCW.

and Plaintiff admitted as much during his deposition.<sup>6</sup> (Ross Dep., pp. 117-118)

Plaintiff took no depositions during discovery in the case. Moreover, throughout his deposition Plaintiff conceded that on every point crucial to his case, his claims rest on nothing but his opinions and conjectures. Plaintiff admitted that he does not know (a) who at WCW made the decisions about which he complains, or (b) what factors the individuals who did make the decisions relied upon. (Ross Dep., pp. 53-54, 56-58, 97, 100, 117-121, 123-126, 128, 132-137, 139) In such circumstances, WCW is entitled to summary judgment because Plaintiff can produce no evidence whatsoever to support his claims beyond baseless accusations that fly in the face of the voluminous, unrebutted facts.

### III. ARGUMENT AND CITATION OF AUTHORITY

In his Complaint, Plaintiff alleges that WCW: (1) paid him less than similarly situated white wrestlers, (2) failed to promote him to heavyweight champion, (3) denied him promotion and/or endorsement opportunities, and (4) "terminated" him on the basis of his race in violation of Title VII of the Civil Rights

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<sup>6</sup> Amazingly, during his deposition Plaintiff requested the 1099s that show each independent contractors annual earnings, but as of the date of this filing, Plaintiff has not come to Defendant's counsel's office to inspect them. The 1099s, and other records produced, conclusively establish that there were approximately two hundred and seventy-eight (278) WCW wrestlers, the vast majority of whom were white, who in 1991 were paid less than Plaintiff. (Holman Aff., ¶ 5-6)



Act of 1964 ("Title VII"), 42 U.S.C. §2000(e). Plaintiff's claims are meritless for several reasons.

First, Plaintiff readily admitted during his deposition that he was never an employee of WCW. Rather, at all times relevant to this action, Plaintiff was an independent contractor, who wrestled under the terms and conditions of a written agreement that clearly and unambiguously provided that he was an independent contractor. As an independent contractor, Plaintiff is not entitled to the protections of Title VII of the Civil Rights Act of 1964. Accordingly, this Court lacks subject matter jurisdiction over Plaintiff's claims, and Plaintiff's Complaint should be dismissed.

Second, Plaintiff cannot establish a prima facie case of discrimination. Plaintiff cannot show: (1) that he was the victim of any adverse employment action whatsoever, (2) that he was qualified to be "pushed" to the rank of heavyweight champion, or, alternatively, that he was even satisfying the legitimate expectations of WCW, or (3) that he was replaced, much less by someone outside the protected classification.

Third, assuming arguendo that Plaintiff can establish a prima facie case of discrimination, WCW has articulated nondiscriminatory, legitimate business reasons for each action about which Plaintiff complains. Plaintiff has produced no evidence whatsoever to meet his burden of rebutting WCW's non-discriminatory, legitimate business reasons for its actions. For

these reasons, Plaintiff's claims all fail and are subject to summary judgment.

**A. Standard of Review.**

Under Rule 56(c) of the Federal Rules of Civil Procedure, "[s]ummary judgment is appropriate where there is no genuine issue of material fact." Earley v. Champion International Corporation, 907 F.2d 1077, 1080 (11th Cir. 1990); Fed. R. Civ. P. 56(c). As held by the U.S. Supreme Court: "Summary judgment procedure is properly regarded not as a disfavored procedural shortcut, but rather as an integral part of the federal rules as a whole, which are designed 'to secure the just, speedy and inexpensive determination of every action.'" Celotex Corp. v. Catrett, 477 U.S. 317, 327, 106 S.Ct. 2548, 2555 (1986).

Consequently:

Rule 56 must be construed with due regard not only for the rights of persons of asserting claims and defenses . . . but also for the rights of persons opposing such claims and defenses to demonstrate in the manner provided by the rule, prior to trial, that the claims and defenses have no factual basis.

Celotex Corp., 477 U.S. at 327, 106 S.Ct. at 2555; Barnes v. Southwest Forest Industries, Inc., 814 F.2d 607, 609 (11th Cir. 1987). Also, "a court must bear in mind the actual quantum and quality of proof necessary to support liability" in a given case. Barnes, 814 F.2d at 609 (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 2513 (1986)). "The mere existence of a scintilla of evidence in support of the Plaintiff's position

will be insufficient; there must be evidence on which the [trier of fact] could reasonably find for the Plaintiff . . . If the evidence is merely colorable or is not significantly prohibitive summary judgment may be granted." Earley, 907 F.2d at 1080 (quoting Anderson, 477 U.S. at 249-250, 106 S. Ct. at 2511) (emphasis in Earley). While, under Rule 56, a court considering a motion for summary judgment must consider all the evidence in the light most favorable for the non-moving party," Rollins v. Techsouth, Inc., 833 F.2d 1525, 1528 (11th Cir. 1987); "[a] trial court is not required to resolve all doubts in such a manner." Earley, 907 F.2d at 1080 (quoting Barnes, 814 F.2d at 609) (emphasis in original).

In an employment discrimination case, summary judgment is appropriate where "the Plaintiff fails to raise any issue of fact indicative of . . . discriminatory conduct by the Defendant." Beard v. Annis, 730 F.2d 741, 743-744 (11th Cir. 1984). Where there is a "complete failure of proof concerning an essential element of the non-moving parties case . . . summary judgment is appropriate." Celotex Corp., 477 U.S. at 327, 106 S.Ct. at 2552-53.

**B. Plaintiff Was An Independent Contractor And As Such Does Not Fall Within The Ambit Of Title VII's Protections.**

Section 703(a) of Title VII prohibits discrimination against "any individual" with respect to "compensation, terms, conditions, or privileges of employment." This Court has held that Title VII does not apply to independent contractor relationships, as the requisite employment setting is lacking.

See Mathis v. Standard Brands Chemical Industries, Inc., 10 FEP 295 (N.D.Ga. 1975) (Title VII does not extend to cover attempts to enter into independent contract relationships). In the instant case, Plaintiff admits that he was never an employee of WCW. (Ross Dep., pp. 72-73) Thus, the requisite employment setting is wholly absent. Moreover, the plain language of Plaintiff's Agreement states that Plaintiff is an independent contractor, not an employee. (See Exhibit "A" hereto) In such circumstances, Plaintiff plainly does not fall within the ambit of Title VII's protection.

In this circuit, "general common law concepts" are used to determine whether an individual is an independent contractor or employee. Cobb v. Sun Papers, Inc., 673 F.2d 337 (1982). In fact, in the Cobb case the Eleventh Circuit Court of Appeals adopted an eleven-part test which found its origins in general principles of the law of agency. Cobb, 637 F.2d at 340-341. The eleven factors enunciated in Cobb are as follows: (1) the intention of the parties, (2) whether the worker accumulates retirement benefits, (3) whether the "employer" pays social security taxes, (4) whether annual leave is afforded, (5) the length of time during which the individual has worked, (6) the kind of occupation, with reference to whether the work usually is done under the direction of a supervisor or is done by a specialist without supervision, (7) the skill required in the particular occupation, (8) the manner in which the work relationship is terminated; i.e., by one or both parties, with or

without notice and explanation, (9) whether the "employer" or the individual in question furnishes the equipment used and the place of work, (10) whether the work is an integral part of the business of the "employer", and (11) the method of payment, by time or by the job. Id. at 340. While Cobb advocates an analysis using the above listed factors, the Court cautioned that "no one factor is determinative."<sup>7</sup> Id. at 340 (citing, Spirides v. Reinhardt, 613 F.2d 826 (D.C. Cir. 1979)).

In the instant case, no fewer than ten of the eleven factors point to the inescapable conclusion that Plaintiff was an independent contractor, not an employee of WCW. Paragraph 2 of Plaintiff's Agreement itself addresses the first four elements of the test. That language provides:

**I understand and agree that I perform such services as an independent contractor and not as an employee of WCW. I agree that I shall be fully responsible for taxation on the amounts paid to me by WCW as compensation for my services and that WCW shall bear no responsibilities for such taxation. I agree that I am not entitled to the benefits provided by WCW to its employees. I understand that WCW makes no commitment to use my services and makes no guarantee of any number of events or amount of compensation.**

(Exhibit "A" hereto) (emphasis added) Plaintiff bargained for, read, and signed the Agreement fully knowing and understanding that it contained the above-quoted language. (Ross Dep., pp. 72-75) More importantly, Plaintiff testified that he understood the

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<sup>7</sup> Indeed, review of Cobb reveals that the Court ignored several of the above-listed factors, and affirmed the district court's determination that the appellant was an independent contractor because most of the evidence supported the lower court's reasoning.

entire agreement. (Ross Dep., pp. 72-78) In fact, Plaintiff testified that he was well aware that he was not an employee of WCW. (Ross Dep., pp. 72-73) Thus, the intention of the parties was clear and unmistakable: Plaintiff was to be an independent contractor and not an employee.

The second factor, whether the individual accumulates retirement benefits, is also addressed in Paragraph 2, which states, "I agree that I am not entitled to the benefits provided by WCW to its employees." (Exhibit "A" hereto) Plaintiff accumulated no benefits whatsoever beyond the \$1500 weekly compensation required under the Agreement. (Ross Dep., pp. 73-75) Plaintiff was provided no retirement, medical, or insurance benefits. (Ross Dep., pp. 73-75) Moreover, Plaintiff admitted that WCW paid no social security or payroll taxes on his behalf. (Ross Dep., p. 73)

The next factor, whether annual leave is provided, also leads to the conclusion that Plaintiff was not an employee. Again, Paragraph 2 states that Plaintiff would receive no benefits usually accorded WCW employees, and Plaintiff testified that WCW provided him with no annual leave. (Ross Dep., p. 74; see also, Exhibit "A" hereto) The next element of the test pertains to the length of time during which the individual worked. Plaintiff's set six month tenure is inconsistent with an employment relationship. An employment relationship is not usually of a set duration, but is continuous.

Next, Plaintiff's testimony establishes that the level of supervision that he and other WCW wrestlers were subjected to was negligible at best. Plaintiff was instructed where to wrestle, whom to wrestle against, and the finish of the match. (Ross Dep., pp. 81, 83) The match itself, up to the finish, was choreographed by the wrestlers themselves. (Ross Dep., pp. 76, 83-84) Such a minimal level of supervisory involvement is not consistent with an employment relationship. Instead, as in the typical independent contractor arrangement, WCW specified little else but what the finished product should look like, and left the details up to the wrestlers. Further, Plaintiff admitted that WCW did nothing to change his gimmick.<sup>8</sup> Plaintiff chose his own costume, and performed his own techniques while in the ring, without direct supervision.

The next element requires analysis of the level of skill involved in the endeavor. Professional wrestlers are specialists. The wrestling techniques and moves Plaintiff employed were developed through years of training. Plaintiff wrestled throughout high school, continued to wrestle competitively while in the army, and planned to wrestle in the 1980 Olympics, but the U.S. boycott prevented his participation. (Ross Dep., pp. 21, 23-24) Moreover, Plaintiff attended two professional wrestling schools to receive the necessary training. (Ross Dep., pp. 21, 23-24) In fact, David Crockett of the NWA,

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<sup>8</sup> WCW only required a costume change if there was a conflict between two costumes, such as two wrestlers with the same color shorts. (Ross Dep., pp. 84-85)

WCW's predecessor, would not hire Plaintiff until he attended Nelson Royal's wrestling school in Mooresville, North Carolina, where his skills could be evaluated. There can be no question, then, that Plaintiff, was a highly trained specialist, which supports the conclusion that Plaintiff was an independent contractor.

The next factor, the manner in which the work relationship terminated, also weighs heavily in favor of the conclusion that the Plaintiff was an independent contractor. Although Plaintiff alleged that he was "terminated," Plaintiff readily admitted during his deposition that he was not terminated. (Ross Dep., pp. 92-93) Instead, the parties' relationship in this case just expired when Plaintiff's Agreement expired. Such an arrangement is wholly inconsistent with a finding that Plaintiff was an employee. Additionally, Plaintiff knew when he signed the Agreement that his Agreement expired in six months. Thus, Plaintiff had notice at the very start of his contract that he would be subject to a release in July 1991. Such notice is consistent with an independent contractor arrangement, not an employment relationship.

Although WCW provided "the place of work," this factor still supports the conclusion that Plaintiff was not an employee. WCW only provided the place of work to the extent that it booked the particular arena where the matches took place. The nature of the business itself dictated that WCW, of necessity, provided the place of work. Also, Plaintiff testified that during his entire



professional wrestling career (including his time with WCW), he provided his own costume and equipment.<sup>9</sup> (Ross Dep., pp. 18, 85) Without exception, Plaintiff paid for his costumes from his own money, and was not reimbursed. (Ross Dep., p. 85)

Next, the work in question was not an integral part of the business of the employer. While WCW staged, promoted, and televised professional wrestling matches, Plaintiff's involvement in those matches was not essential to that business. Plaintiff was not one of the top wrestlers, and was relatively fungible.<sup>10</sup>

Thus, application of the Cobb test to the facts in this case leads to the inescapable conclusion that Plaintiff was an independent contractor. As such he is not entitled to Title VII's protections. Thus, Plaintiff's Complaint should be dismissed, as this Court lacks subject matter jurisdiction over Plaintiff's claims.

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<sup>9</sup> Plaintiff testified that on one occasion, WCW provided him with a rope from which he rappelled from the ceiling of an arena. (Ross Dep., p. 46)

<sup>10</sup> While not a factor listed in Cobb, some weight must be given to the practice in the wrestling business. As stated by Dusty Rhodes, who has over twenty (20) years of experience as a professional wrestler, "[i]t is, and always has been, standard industry-wide practice for wrestling promotion companies (like WCW) to retain the services of all professional wrestlers as independent contractors, and not employees." (Rhodes Aff., ¶¶ 11-13) Moreover, Plaintiff admitted that he was treated as an independent contractor in all of his prior wrestling work. (Ross Dep., pp. 13-16, 18-24, 50, and 61-62)

**C. Plaintiff's Claims Pertaining To His Work For WCW From January 1989 through May 1990 Are Untimely.**

Plaintiff testified in his deposition that WCW discriminated against him during his first stint at WCW (from January, 1989 through May, 1990). (Ross Dep., pp. 49-50) But Plaintiff admitted that after he was released by WCW in May, 1990, he did not file a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"). (Ross Dep., p. 49)

Under Title VII, an individual wishing to bring suit must satisfy several administrative requirements. See 42 U.S.C. §2000e-5(b)-(k); Tolbert v. U.S., 916 F.2d 245, 247 (5th Cir. 1990); Law v. Hercules, Inc., 713 F.2d 691, 692-93 (11th Cir. 1983). One of those requirements is that any "charge under [Title VII] must be filed [with the EEOC] within one hundred and eighty days after the alleged unlawful employment practice occurred...." 42 U.S.C. §2000e-5(e). Thus, by its plain language, Title VII requires any prospective plaintiff to notify the EEOC (through the filing a charge of discrimination) of an alleged discriminatory act no later than one hundred and eighty (180) days after the last discriminatory act took place. Id.

In Plaintiff's case, the last discriminatory act during his first stint with WCW could not have occurred later than Plaintiff's May, 1990 release. Accordingly, Plaintiff needed to file an EEOC charge by no later than November 1, 1990 (assuming a May 30, 1990 release date) in order to make a timely claim under Title VII. Plaintiff testified, however, that he never filed a charge of discrimination pertaining to his work for WCW during

the January 1989 through May 1990 time period. (Ross Dep., pp. 50) Therefore, any and all allegations of discrimination regarding Plaintiff's work for WCW during the January 1989 through May 1990 time period are untimely and should not be considered by the Court. United Airlines, Inc. v. Evans, 431 U.S. 533, 97 S.Ct., 1855 (1977).

**D. Plaintiff's Claims Pertaining To His Work For WCW From January 15, 1991 Through July 14, 1991 Are Subject To Summary Judgment.**

As noted in Section III(B) of this Brief, as an independent contractor, Plaintiff does not even fall within the ambit of Title VII's protections. Moreover, even if this Court were to find that Plaintiff might fall within the ambit of Title VII, Plaintiff's claims still are subject to summary judgment for two reasons. First, Plaintiff has failed to establish a prima facie case of race discrimination. Second, even if he could establish a prima facie case, Plaintiff has not rebutted (and cannot rebut) WCW's articulated legitimate, non-discriminatory reasons for its actions involving Plaintiff. For these reasons, Plaintiff's claims are subject to summary judgment.

**1. Plaintiff's Burden Of Proof**

In a Title VII discrimination case, Plaintiff bears the fundamental burden of proving that an adverse employment decision taken against him/her was based upon an unlawful factor. In this action, Plaintiff is alleging disparate treatment under Title VII. Accordingly, Plaintiff is required to prove that WCW acted towards him with discriminatory intent. International

Brotherhood of Teamsters v. United States, 431 U.S. 324, 355 n.15, 97 S. Ct. 1843, 1854 n.15 (1977); Pace, 701 F.2d at 1387. Absent direct evidence, the establishment of discriminatory motive is governed by the burden of proof and order of proof requirements set forth in McDonnell-Douglas Corp. v. Green, 411 U.S. 792, 802-804, 93 S. Ct. 1817, 1824 (1973). Archambault v. United Computing Systems, Inc., 786 F.2d 1507, 1512 (11th Cir. 1986).

Under McDonnell-Douglas, Plaintiff first has the burden of establishing a prima facie case of illegal discrimination. McDonnell-Douglas, 411 U.S. at 802, 93 S.Ct. at 1824. Second, if Plaintiff succeeds in establishing the prima facie case, the burden shifts to the Defendant to "articulate some legitimate, non-discriminatory reason" for the adverse employment action. If the Defendant carries this burden, the Plaintiff must prove by a preponderance of the evidence that the legitimate reason offered by the Defendant was merely a pretext for discrimination. Id. at 804; 93 S.Ct. at 1825; Perryman v. Johnson Products Co., 698 F.2d 1138, 1142 (11th Cir. 1983). However, the Defendant's burden of rebuttal is merely one of production, not proof. Lee v. Russell County Board of Education, 684 F.2d 769, 773 (11th Cir. 1982). At all times, the "ultimate burden of persuading the trier of fact that defendant intentionally discriminated . . . remains with the Plaintiff." Texas Department of Community Affairs v. Burdine, 450 U.S. 248, 253, 101 S.Ct. 1089, 1093 (1981).

In evaluating whether a Plaintiff has satisfied the initial burden of establishing a prima facie case, the central inquiry is whether the circumstantial evidence presented is sufficient to create an inference, i.e., a rebuttable presumption, that the employer's personnel decision was based upon an illegal factor. Furnco Construction Corp. v. Waters, 438 U.S. 567, 577, 98 S.Ct. 2943, 2949 (1978).

In light of these standards, Plaintiff's own deposition testimony is fatal to his Title VII claim. During his deposition, Plaintiff admitted that his claims of discrimination rest on nothing other than his opinion. (Ross Dep., pp. 53-54, 56-58, 97, 100, 117-121, 123-128, 132-137, 139) Plaintiff repeatedly admitted that he has absolutely no idea of who made any of the decisions of which he complains, the reasons they made them, or the factors they considered. (Ross Dep., pp. 53-54, 56-58, 97, 100, 117-121, 123-124, 126, 128, 132-134, 136-137, 139) Therefore, Plaintiff has no evidence to carry his burden. The law is clear that when an employment discrimination Plaintiff does no more than state his conclusion that alleged actions were discriminatory, a prima facie case of discrimination is not established and summary judgment must be granted as a matter of law. Locke v. Commercial Union Insurance Co., etc., 676 F.2d 205, 206 (6th Cir. 1982); Mason v. Continental Illinois National Bank, 704 F.2d 361, 367 (7th Cir. 1983); Patterson v. General Motors Corp., 631 F.2d 476, 482 (7th Cir. 1980), cert. den., 451 U.S. 914, 101 S. Ct. 1988 (1988). In this case, because

Plaintiff has come forward with no evidence of any discrimination, Plaintiff's claims are subject to summary judgment.

**2. Plaintiff Has Failed To Establish A Prima Facie Case Of Race Discrimination.**

In a race discrimination case, a Plaintiff can establish a prima facie case in one of three ways; 1) through direct evidence of discriminatory intent; 2) by demonstrating a pattern of discrimination through the introduction of statistics; or 3) by satisfying the elements of McDonnell-Douglas. Early, 907 F.2d at 1081.

Plaintiff testified during his deposition that no one at WCW made comments to him that were directly attributable to his race. (Ross Dep., p. 148-150) Thus, it is apparent that Plaintiff cannot prove his prima facie case through direct evidence. See Early, 907 F.2d at 1081-82. Likewise, Plaintiff has not attempted to prove his prima facie case through the use of statistics. Indeed, as detailed hereinbelow, the statistical evidence in this case refutes each of Plaintiff's assertions. Accordingly, Plaintiff must meet the standard enunciated in McDonnell Douglas to establish a prima facie case.

To establish a prima facie case under McDonnell-Douglas, Plaintiff must show that he was: (1) a member of the protected classification, (2) was qualified for the promotion, or at least was performing up to the legitimate expectations of his employer, and (3) was subjected to an adverse employment action. Flanagan v. McKesson Corp., 48 F.E.P. Cases 343, 344 (N.D. Ga. 1988);

Goldstein v. Manhattan Industries, Inc., 758 F.2d 1435, 1442-43 (11th Cir. 1985); Hawkins v. CECO Corp., 883 F.2d 977, 982 (11th Cir. 1989), cert. denied, 110 S.Ct. 2180 (1990). While there is no dispute that Plaintiff satisfies the first element of the prima facie case under Title VII, Plaintiff cannot satisfy the remaining elements.

**a. Plaintiff Cannot Show That He Was A Victim Of An Adverse Employment Action.**

**(i) Plaintiff was not "terminated."**

To establish a prima facie case under Title VII, Plaintiff must show that he was the victim of an adverse employment action. In his Complaint, Plaintiff alleges that he was "terminated" on July 14, 1991. (Complaint, ¶ 3). However, "[t]he discharge that is proscribed by Title VII is either an actual or constructive discharge." Frazer v. KFC National Management Company, 491 F. Supp 1099 (M.D. Ga. 1980), aff'd 636 F.2d 313 (5th Cir. 1981).

"An actual discharge occurs when an employer fires, dismisses, releases, ousts, lets go, terminates, sacks, gets rid of, gives the gate to, cans, axes, bounces, or give walking papers to an employee . . ." Id. The undisputed facts establish that no such "termination" occurred in this case. In fact, Plaintiff admitted during his deposition that he was not terminated. (Ross Dep., p. 73) On the contrary, Plaintiff testified that WCW fulfilled each and every one of its obligations under the Agreement. (Ross Dep., p. 87) The Agreement simply expired on July 14, 1991. Therefore, Plaintiff

cannot establish a prima facie case by claiming that he was terminated.

(ii) Black wrestlers were not paid less than white wrestlers.

In his Complaint, Plaintiff alleges that WCW "[c]reated a practice and/or unwritten policy of putting nonwhite employees and independent contractors into the role of subsidiary employment or other position, and without concomitant salary, commission, bonus . . . ." (Complaint, ¶ 6) (emphasis supplied) This claim is not supported by the facts. In 1991, Plaintiff earned \$1500.00 per week, and \$36,250.00 through the term of his contract. As reported on the 1099's, and other accounting records produced to Plaintiff, Plaintiff earned more money than approximately 278 of the 334 male independent contractor wrestlers who wrestled for WCW in 1991. (Holman Aff., ¶ 5-6) Further, Plaintiff earned more than ten of the thirteen wrestlers who also were released by WCW during the Summer of 1991, all of whom were white. (Holman Aff., ¶ 9)

Additionally, six black wrestlers were paid more than Plaintiff. (Holman Aff., ¶ 7-8) In fact, Ron Simmons, a black male, was one of the highest paid WCW wrestlers, and earned \$190,442.26 in 1991 (not including \$26,592.07 in endorsements paid to him by companies that retained Mr. Simmons to endorse their products and/or services). (Holman Aff., ¶ 7-8) Thus, the unrefuted facts in this case show that WCW paid many white wrestlers less than Plaintiff and several black wrestlers more than Plaintiff. Thus, Plaintiff's allegation that WCW



discriminated against him through disparate compensation has no basis in fact. Accordingly, Plaintiff cannot rely upon this claim to satisfy the second element of the prima facie case, i.e., that he suffered an adverse employment decision.

- (iii) WCW was not the decisionmaker responsible for determining which wrestlers received endorsement and/or promotion opportunities.

Plaintiff, likewise, cannot claim that his failure to garner endorsement and/or promotion opportunities supports his prima facie case. While several WCW wrestlers, both black and white, have endorsement and/or promotion deals with companies that hire them to promote their products or services, the vast majority of professional wrestlers, including Plaintiff, never receive such opportunities. (Rhodes Aff., ¶¶ 16-17; Holman Aff., ¶ 8) Nevertheless, Plaintiff alleges that WCW prevented him from getting a wrestling doll contract or other endorsement deals. (Ross Dep., p. 57)

Plaintiff admits that he has no evidence to support his claim. Indeed, while Plaintiff makes bald allegations about alleged endorsement deals that he was denied, Plaintiff testified that he has no idea who makes the decisions about which wrestlers are retained to endorse products or services. (Ross Dep., pp. 58, 139) Likewise, Plaintiff testified that he has no idea what factors such unidentified decisionmakers rely upon. (Ross Dep., p. 139) The undisputed facts in this case reveal that the decisions regarding which wrestlers are selected to endorse and/or promote particular products or services are made by the

companies who retain the wrestlers, not WCW. (Rhodes Aff., ¶¶ 16-17; Holman Aff., ¶ 8) In short, WCW does not decide which wrestlers endorse the products or services of other companies.

Even if Plaintiff could establish that WCW had some role in the decisions on endorsements (which Plaintiff cannot), Plaintiff's claim still would fail since it is undisputed that several black WCW wrestlers in the January-July 1991 time period (including Ron Simmons and Teddy Long), did receive such opportunities from companies.<sup>11</sup> (Rhodes Aff., ¶¶ 16-17; Holman Aff., ¶ 8) Further, the fact that Mr. Ross did not receive any such opportunities to endorse or promote products should not be surprising, as hundreds of WCW's other wrestlers, both white and black, never received such opportunities either. (Rhodes Aff., ¶¶ 16-17; Holman Aff., ¶ 8) Therefore, Plaintiff cannot claim that his failure to garner endorsement opportunities from other companies supports a prima facie case that WCW somehow discriminated against him.

(iv) Plaintiff Was Not Qualified To Be WCW's Heavyweight Champion.

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In his deposition, Plaintiff alleged that he was discriminated against because WCW did not make him its heavyweight champion. (Ross Dep., p. 54) In order to establish a prima facie case as to this claim, Plaintiff must prove by a preponderance of the evidence that he was more qualified to be the heavyweight champion than those selected, or alternatively

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<sup>11</sup> Ron Simmons made \$26,592.07 from endorsements and promotions in 1991 alone. (Holman Aff. ¶ 8)

that he satisfied WCW's legitimate expectations of performance. Hamalainen, 54 F.E.P. Cases at 70; Halsell v. Kimberly-Clark Corp., 683 F.2d 285, 290 (8th Cir. 1982); Lovelace v. Sherwin-Williams Co., 681 F.2d 230, 239 (4th Cir. 1982); Bauer v. Bailar, 647 F.2d 1047 (10th Cir. 1981). Plaintiff can make no such showing.

Plaintiff has come forward with no evidence whatsoever that he was as qualified as those eventually chosen to be champion, or even that he was satisfying WCW's performance expectations. Instead, Plaintiff relies upon his opinion that he was as good a wrestler as any of WCW's other wrestlers. Even if true, Plaintiff misses the point. The object of professional wrestling is for wrestlers to excite the crowd to a level where they want to return to events again and again. Plaintiff was not arousing sufficient interest or selling tickets. (Rhodes Aff., ¶ 6) He was not sufficiently entertaining to justify pushing him to champion, or even renewing his Agreement. (Rhodes Aff., ¶ 6)

Plaintiff ignores the fact that only one person at a time can be the WCW heavyweight champion. In WCW's opinion, Plaintiff was unqualified to be heavyweight champion. (Rhodes Aff., ¶ 6) Plaintiff's assertions to the contrary are entirely irrelevant.

An [individuals] self-serving statements about his ability . . . are insufficient to contradict an employer's negative assessment of that ability. (citations omitted). Such statements may create a material dispute about [their] ability, but do nothing to create a dispute about the employer's honesty - [they] do nothing, in other words, to establish that the proffered reason is a pretext for discrimination.

Gustovich v. AT&T Communications, Inc., 972 F.2d at 849.

Always, it is the supervisor's perception of Plaintiff's ability (not Plaintiff's perception) which is relevant to a determination of the employers' motive. Smith v. Flax, 618 F.2d at 1057; See, Newton v. W. R. Grace & Co., Slip Op. No. 87-8961 (11th Cir. 1989); Moore v. Sears Roebuck & Co., 683 F.2d 1321, 1323 n.4 (11th Cir. 1982); Green v. Martin Marietta Data Systems, 42 F.E.P. 1695 (D.D.C. 1987); see, Meiri v. Dacon, 759 F.2d 989 (2d Cir. 1985). Indeed:

While an employer's judgment or course of action may seem poor or erroneous to outsiders, the relevant question is whether the given reason [for not renewing the Agreement] was a pretext for illegal discrimination. The employer's stated legitimate reason . . . does not have to be a reason that the judge or juror, would act or approve on.

Loeb v. Textron, Inc., 600 F.2d 1003, 1012 n.6 (1st Cir. 1979).

Plaintiff has wholly failed to demonstrate that he was qualified to be champion, or that he even met the legitimate performance expectations of WCW. Plaintiff's opinion about his qualifications is not evidence, and is irrelevant to the issue of his qualifications. Gustovich v. WCW Communications, Inc., 972 F.2d 845, 849 (7th Cir. 1992). Moreover, it is unrefuted that WCW did not think that Plaintiff was qualified to be its heavyweight champion. (Rhodes Aff., ¶ 6) Indeed, WCW did not believe that Ross was even meeting WCW's expectations. (Rhodes Aff., ¶ 6; Herd Aff., ¶ 6)

Plaintiff undoubtedly will argue that WCW's views about his qualifications are subjective, not objective. Plaintiff again misses the point, as even if it is determined that WCW relied

solely upon subjective criteria in assessing Plaintiff's performance, the law is clear that the use of subjective criteria does not violate Title VII. Hester v. Southern Railway Co., 497 F.2d 1374 (5th Cir. 1975). This is especially true here, since WCW used the same criteria to justify promoting another black wrestler, Ron Simmons, to heavyweight champion. There simply is no evidence that any discriminatory motive was part of WCW's evaluation of Plaintiff. "[W]hatever motives [WCW] may have had in choosing between two people [in the protected classification] discrimination cannot be one of them." De Volld v. Bailar, 568 F.2d 1162 (5th Cir. 1978).

For the foregoing reasons, Plaintiff has not established a prima facie case of discrimination on any grounds. EEOC v. Western Electric Co., 713, F.2d 1011, 1014, (4th Cir. 1983). Having failed to establish several of the essential elements of a prima facie case, summary judgment should be granted in favor of WCW. Celotex, 474 U.S. 921, 106 S.Ct. at 253.

**3. Plaintiff Has Not Rebutted WCW's Legitimate, Nondiscriminatory Reasons for Its Actions**

Assuming arguendo that Plaintiff could establish a prima facie case of discrimination, WCW has the burden of articulating a legitimate, non-discriminatory reasons for the complained of actions. Nix v. WLCY Radio/Rahall Communications, 738 F.2d 1181, 1184 (11th Cir. 1984); Conner v. Ft. Gordon Bus Company, 761 F.2d 1495, 1499 (11th Cir. 1985). This burden of rebuttal is "exceedingly light." Id. To satisfy this burden, WCW need only

"articulate" legitimate reasons without being required to prove its motivation. Burdine, 450 U.S. at 254-55, 101 S.Ct. at 1094.

WCW refused to renew Plaintiff's Agreement for a legitimate business reason: budgetary constraints. (Herd Aff., ¶ 6) Moreover, Plaintiff's performances were not sufficiently productive to justify renewing his contract. (Herd Aff., ¶ 6; Rhodes Aff., ¶ 6) It must be remembered that in this Court, "[a] statement that Plaintiff was less productive than others in her department, without more, constitutes a sufficient articulation of reasons to carry the employers burden." Evans, 35 F.E.P. Cases at 1200; Heffernan v. Western Electric Co., 510 F. Supp. 712, 715 (N.D. Ga. 1981).

In this case, Plaintiff testified that he has no evidence to rebut WCW's explanation for its actions. (Ross Dep., pp. 53-54, 56-58, 97, 100, 117-121, 123-126, 128, 132-137, 139) Plaintiff not only has no idea of who made the decision not to renew his contract, but he does not know the reason the decision was made, or the factors considered by the decisionmaker. (Ross Dep., p. 97)

Next, the evidence shows that Plaintiff was not paid less than less qualified white wrestlers. On the contrary, Plaintiff earned more than two hundred and seventy eight (278) WCW wrestlers in 1991, the overwhelming majority of whom were white. (Holman Aff., ¶¶ 5-8) Again, Plaintiff has admitted that he has no evidence to rebut these facts. (Ross Dep., pp. 117-119, 135-139) Plaintiff has no idea what amounts other wrestlers were

paid, who decided what each wrestler was paid, or what factors were considered in making those decisions. (Ross Dep., pp. 117-119, 135-139)

On Plaintiff's claim that he should have become WCW's heavyweight champion, Plaintiff has not offered evidence to overcome WCW's legitimate non-discriminatory reasons for not making him its champion, *i.e.*, he lacked the charisma and audience appeal and just was not that entertaining. (Rhodes Aff., ¶ 6) As detailed in Section III D.2(iv) of this Brief, supra, all Plaintiff offers to refute WCW's rationale is Plaintiff's subjective opinion that he was a good wrestler and should have been WCW's champion. Such allegations are simply legally insufficient. Gustovich v. WCW Communications, Inc., 972 F.2d 845, 849 (7th Cir. 1992).

Finally, WCW was not responsible for Plaintiff's lack of endorsement and/or promotion opportunities. Since WCW was not the decisionmaker, WCW cannot responsible for those decisions. Moreover, the undisputed facts show that several black wrestlers received significant endorsement and/or promotion opportunities, while hundreds of white WCW wrestlers did not. (Rhodes Aff., ¶ 16-17; Holman Aff., ¶ 8) Thus, Plaintiff's claim that he was discriminatorily denied the chance at endorsement deals flies in the face of the undisputed facts.<sup>12</sup>

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<sup>12</sup> Naturally, Plaintiff readily admitted he has no idea of who made these decisions either, or what factors were considered. (Ross Dep., pp. 124-126, 135-139)

Once the Defendant has rebutted Plaintiff's prima facie case, the Plaintiff must satisfy his ultimate burden of establishing by a preponderance of the evidence that a discriminatory intent motivated the Defendant's actions. McDonnell-Douglas, 411 U.S. at 802, 93 S.Ct. at 1824; Nix, 738 F.2d at 1184. Thus, to succeed on the dispositive issue of motivation, Plaintiff must prove that WCW acted with discriminatory intent.

Plaintiff cannot produce any cognizable evidence of discriminatory intent to establish a genuine issue of whether WCW's reasons for its decisions are pretextual. Plaintiff's "subjective belief, however genuine cannot be the basis for judicial relief" [in a Title VII or ADEA case]. Elliott v. Group Medical and Surgical Service, 714 F.2d 556, 567 (5th Cir. 1983), cert. den., 467 U.S. 1215, 104 S.Ct. 2658 (1984); Houser v. Sears Roebuck & Co., 627 F.2d 756, 759 (5th Cir. 1980). In the Eleventh Circuit, Plaintiff must controvert WCW's legitimate reasons "by setting forth specific facts . . . showing [an illegal factor] was a substantial factor in [the] decision." Mauter v. Hardy Corp., 825 F.2d 1554, 1558 (11th Cir. 1987). Plaintiff has failed to do so, and the result is that his claims must fail.

#### IV. CONCLUSION

For the above and foregoing reasons, Defendant's Motion for Summary Judgment should be granted on all Plaintiff's claims.



This 25<sup>th</sup> day of March, 1994.

Respectfully submitted,

Stephen W. Riddell

Stephen W. Riddell, Esq.  
Georgia State Bar No. 604810

Kip P. Roth (by SWR)

Kip P. Roth  
Georgia State Bar No. 615615

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(ccopjic)wpldcs\kip\roth\swr

World Championship Wrestling, Inc. Freelance  
Wrestler/Independent Contractor Agreement

1. I, Robert Ross, Jr. (Ranger Ross),  
Name Ring Name

agree to perform services for World Championship Wrestling, Inc. ("WCW") as requested by WCW at the rate of \$1,500.00 per week for the period of January 15, 1991 through July 14, 1991. I understand that I shall be entitled to such compensation only if I appear and complete the services requested by WCW for such event and in the manner requested by WCW.

2. I understand and agree that I perform such services as an independent contractor and not as an employee of WCW. I agree that I shall be fully responsible for taxation of the amounts paid to me by WCW as compensation for my services and that WCW shall bear no responsibility for such taxation. I agree that I am not entitled to the benefits provided by WCW to its employees. I understand that WCW makes no commitment to use my services and makes no guarantee of any number of events or amount of compensation.

3. I understand that if I am injured inside the ring and within the crowd barriers at an event while performing services for WCW pursuant hereto, as determined by the schedule of physicians provided by WCW, WCW shall assume responsibility for medical expenses directly related to such injury through and according to its respective insurance program. I understand that I will be paid only for events for which I was scheduled at the time I was injured and only if WCW's doctor certifies that the injury prevents me from wrestling and I appear at the event for interviews and other tasks as requested by WCW (unless I am unable to appear as certified by WCW's doctor); provided, however, that such payment shall be reduced by payments other than those for medical treatment to which I may be entitled under WCW's insurance or otherwise. I understand I will not be paid for events for which I might have been scheduled while I am injured.

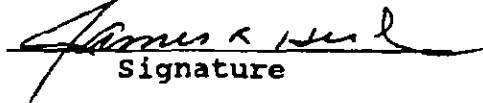
4. I agree that all programs, recordings and work product in connection with which I perform services and my contributions thereto (the "Works") shall belong solely and exclusively to WCW. To the extent that such Works are considered contributions to collective works and/or parts or components of audio-visual works, I agree that the Works shall be considered "works made for hire" under the U.S. Copyright Act of 1976, as amended. To the extent that such Works are deemed otherwise, I assign to WCW all rights, title and interest in and to the copyright of such Works.

EXHIBIT "A"

5. I release WCW and its agents from and waive any and all claims arising out of my independent contractor relationship with WCW, except as set forth specifically above in paragraph 3. I have read this Agreement and understand its terms. I agree that my relationship with WCW is covered by this Agreement for all purposes and at all times unless and until it is superseded by a subsequent written agreement, and that this Agreement shall be governed by the laws of the state of Georgia, whose courts shall have jurisdiction with respect to any dispute arising under this Agreement or my relationship with WCW.

World Championship Wrestling, Inc.

By:

  
Signature

1 - 9 - 91  
Date

Independent Contractor

  
Signature

9 Jan 1991  
Date

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

ROBERT ROSS, JR.,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO. 1:93-CV-1206-JEC
WORLD CHAMPIONSHIP	)	
WRESTLING, INC.,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT WORLD CHAMPIONSHIP WRESTLING, INC.'S MOTION FOR SUMMARY JUDGMENT upon opposing counsel by depositing a copy in the United States Mail with sufficient postage thereon addressed to:

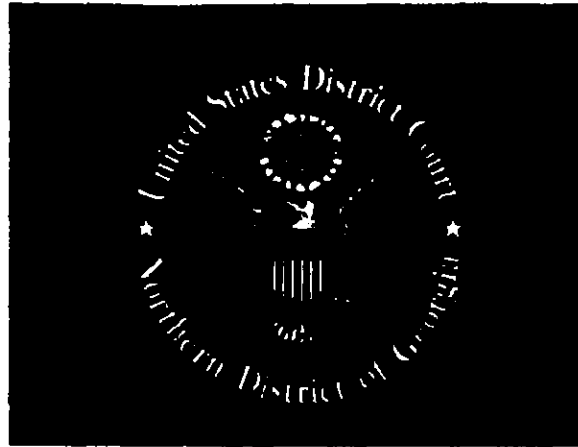
Gary J. Pernice, Esq.  
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110 Hammond Drive, N.E.  
Atlanta, Georgia 30328-4806

This 25<sup>th</sup> day of March, 1994.

  
\_\_\_\_\_  
Stephen W. Riddell  
Georgia State Bar No. 604810

Attorney for Defendant  
World Championship Wrestling, Inc.

TROUTMAN SANDERS  
600 Peachtree Street, N.E.  
Suite 5200  
Atlanta, Georgia 30308-2216  
(404) 885-3000



## EXHIBIT / ATTACHMENT

7

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## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made and entered into as of the 1st day of January, 1999, by and between **WORLD CHAMPIONSHIP WRESTLING, INC.**, a Georgia corporation located at One CNN Center, Box 105366, Atlanta, Georgia 30348 ("WCW"), and the undersigned wrestler ("Wrestler").

**FOR AND IN CONSIDERATION** of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, Wrestler agrees to provide the following services as requested by WCW (the "Services") (i) appear and perform as a professional wrestler at events, including without limitation, live and taped television shows, pay-per-view telecasts, live arena shows and other promotional events, as requested by WCW ("Events"); (ii) cooperate with and assist in activities intended to publicize, advertise and promote Events and WCW merchandise, including, but not limited to, on-sale ticket appearances, media interviews and other publicity appearances; (iii) develop his own, individual wrestling style and persona, with advice from WCW, that will be attractive to wrestling fans; (iv) provide all wardrobe, props and make-up necessary for his performance at any Event; provided, however, all such items shall be subject to approval by WCW prior to their use in an Event; and (v) perform such other services as may be reasonably requested by WCW. Wrestler agrees to use his best

efforts to perform the Services in a professional manner consistent with the customs of the professional wrestling industry.

(b) In connection with Wrestler's performance of the Services, Wrestler grants WCW the following exclusive, paid-up, worldwide rights: (i) to arrange Wrestler's performance or appearance at Events; (ii) to sell or distribute admission tickets for all Events; (iii) to create, publish, distribute, broadcast, photograph, film, tape or otherwise record (or authorize others to do so), in any and all available media, any or all of the Events or animated programs (any such creation or recording shall be referred to as a "Program"); and iv) to use, exhibit and distribute, and to license others to use, exhibit and distribute, in perpetuity, any Program, or any part or segment of any Program, in any and all media and by any and all methods, whether now known or coming into existence hereafter, and, in connection therewith, to utilize and exploit the name, image, likeness, character, costume, props, ring name, voice, logo, service marks, trademarks, trade names, signature, gimmicks, routines, themes and caricatures and any and all other distinctive and identifying indicia as used by or associated with Wrestler. The rights granted by this section shall be exclusive to WCW during the Term and for the period set forth in section 9(b), and shall be non-exclusive thereafter. Wrestler expressly acknowledges and agrees that the rights granted to WCW in section 1(b)(iv) shall continue in effect after the expiration, nonrenewal or termination (for any reason) of this Agreement. WCW and Wrestler acknowledge and agree that they have entered into that certain Merchandising Agreement of even date herewith with respect to certain specified merchandising activities.

**CONFIDENTIAL**

2. **Independent Contractor.** Wrestler, in the performance of the Services agreed to in this document, is an independent contractor. In the performance of this Agreement, both WCW and Wrestler shall be acting in their own separate capacities and not as agents, employees, partners, joint venturers or associates of one another. It is expressly understood and agreed that Wrestler is not authorized to bind WCW to any liability or obligation or to represent that it has any such authority. Wrestler is responsible for all of his expenses, including without limitation, medical expenses, health and welfare insurance, disability insurance, training expenses, props, wardrobe, make-up and other expenses necessary to perform the Services under this Agreement. Without limiting the generality of the foregoing, Wrestler acknowledges that, as between WCW and Wrestler, Wrestler shall be solely responsible and liable for the payment of any and all withholding or other taxes levied, assessed or due as a result of the services which are performed by Wrestler under this Agreement. Any and all travel incurred by Wrestler in the performance of services hereunder shall be pursuant to WCW's Travel Policy, as amended by WCW from time to time.

3. **Compensation.**

(a) As full and complete compensation for the Services, WCW shall pay to Wrestler, and Wrestler shall accept, the payments described on Exhibit A, attached hereto and incorporated herein by reference.

(b) Wrestler's compensation as outlined in Exhibit "A" shall be apportioned according to the following schedule:

Pay Per Views	40% of annual compensation
Televised Events (taped or live)	25% of annual compensation
Non-Televised House Shows	20% of annual compensation

**CONFIDENTIAL**



Interviews, Photo Shoots  
and Personal Appearances 15% of annual compensation

In the event Wrestler fails to timely appear and perform as required by WCW, except by reason of Incapacity, WCW shall have the right to deduct pro-rata sums from Wrestler's compensation payments based on the foregoing apportionment divided by WCW's reasonable projection of Wrestler's number of annual appearances in each category. In the event Wrestler is unable to perform due to Incapacity as defined below, the terms of section (8) shall apply. This right of WCW shall be in addition to every other remedy now or later existing at law or in equity and shall not in any way interfere with any rights on the part of WCW to enjoin wrestler from any violation of this Agreement or any part thereof. Notwithstanding any reduction or deduction of compensation payments pursuant to this section, all remaining terms and conditions of this Agreement shall continue in full force and effect, unless and until terminated pursuant to the terms of this Agreement.

(c) Notwithstanding the forgoing apportionment, for general payment purposes, Wrestler's compensation shall be payable in equal installments on a bi-weekly basis or based on such schedule as WCW may implement from time to time.

4. **Ownership of Work Product.** All work product, themes, routines, characters, storylines, property, data, documentation or information or materials conceived, discovered, developed or created by Wrestler pursuant to this Agreement including, without limitation, the Programs (collectively, the "Work Product") shall be owned exclusively by WCW. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire" (as defined in the Copyright Act, 17 U.S.C.A. §§

101 et seq., as amended) and owned exclusively by WCW. Wrestler hereby unconditionally and irrevocably transfers and assigns to WCW all right, title and interest in or to any Work Product, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and other intellectual property rights therein. Wrestler agrees that any ring name, nickname, persona, logo or character developed by him and/or WCW during the Term and used by him in connection with performance of the Services shall be part of the "Work Product," and shall be the exclusive property of WCW. WCW shall have the right to register any such name, nickname or logo as a trademark or service mark of WCW, to the extent WCW considers such registration to be permitted and appropriate under any applicable law. Without regard to any such registration, Wrestler hereby covenants that he shall not use any such ring name, nickname, persona, logo or character developed during the Term for any purpose at any time, in perpetuity, without the express consent of WCW. Wrestler agrees to execute and deliver to WCW any transfers, assignments, documents or other instruments which WCW may deem necessary or appropriate, from time to time, to vest complete title and ownership of any Work Product, and all associated intellectual property and other rights, exclusively in WCW. If such Work Product is not considered to be a "work made for hire," Wrestler hereby assigns to WCW for One Dollar (\$1.00) in hand and other good and valuable consideration all rights, title and interest in and to the copyright thereof and all renewals and extensions thereof that may be secured under the laws of any country now or hereafter in force and effect. WCW shall have full, immediate and unrestricted access to all Work Product during the Term of this Agreement.

5. **Compliance with Laws, Rules and Regulations.** (a) Wrestler agrees to comply with all applicable policies, rules, procedures and regulations adopted from time to time by WCW (including without limitation the WCW Independent Contractor Rules and Regulations and Travel Policy) and all other applicable federal, state and local laws, rules, regulations, or ordinances; (b) Wrestler further agrees to abide by the terms and conditions of the WCW Substance Abuse Policy which Wrestler agrees he has received and reviewed.

6. **Representations and Warranties.** Wrestler hereby represents and warrants to WCW as follows: (a) Wrestler has the full power, authority, ability and legal right to execute and deliver this Agreement and to perform his obligations hereunder; (b) Wrestler has all legal rights, power, authority and ability to convey the Work Product to WCW; (c) this Agreement constitutes the legal, valid and fully binding obligation of Wrestler and is enforceable in accordance with its terms; (d) the execution, delivery and performance of this Agreement have been consented to and authorized by all individuals or entities required to consent to and authorize the same, will not contravene any law, regulation, judgment or decree applicable to Wrestler, and will not cause or result in a breach of or default under any other agreement, contract or understanding to which Wrestler is a party; (e) there are no pending claims or litigation which would or might interfere with the performance of Wrestler's obligations or the enjoyment of WCW's rights under this Agreement; and (f) Wrestler is not currently using, and during the term of this Agreement, shall not use, any illegal drugs, steroids or other substances prohibited by WCW.

**CONFIDENTIAL**

7. **Indemnification.** Wrestler agrees to indemnify, defend and hold harmless WCW, its directors, officers, and shareholders, and their respective agents, officers and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and allocable costs of in-house counsel), losses, liabilities and claims of any kind, caused by or resulting from any breach of this Agreement or by any other act or omission of Wrestler whether the same may be the result of negligence, willful act, responsibility under strict liability standards, any other substandard conduct or otherwise.

Wrestler shall at all times be responsible for any loss or damage to any WCW property by Wrestler or while in the possession of Wrestler, unless said damage occurs at the direct instruction of WCW as part of a storyline. The loss or damage thereto shall be restored at Wrestler's expense.

8. **Term, Termination and Incapacity.**

(a) Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) Wrestler may terminate this Agreement upon the occurrence of any material breach of any provision hereof by WCW which remains uncured for a period of fifteen (15) consecutive days.

(c) WCW may terminate this Agreement or suspend Wrestler without pay, for "Good Cause" by written notice setting forth the reason for such termination or suspension. For the purposes of this Agreement, the WCW shall have "Good Cause" for termination of Wrestler's Agreement or suspension without pay (i) if Wrestler is

convicted of or pleads guilty to any felony or a crime involving theft, fraud, or moral turpitude; (ii) if Wrestler intentionally violates any law, rule, regulation or order of any governmental authority, thereby exposing WCW, its parent, subsidiaries or any affiliated entity of the WCW to potential civil or criminal penalties; (iii) if Wrestler fails to perform any of his material duties or material obligations hereunder, whether express or implied; (iv) if Wrestler fails to follow the direction of WCW's officers in connection with the provision of his Services; (v) if Wrestler engages in conduct or activities involving moral turpitude materially damaging to the business or reputation of WCW; (vi) if Wrestler violates the WCW Substance Abuse Policy; (vii) if Wrestler otherwise breaches any provision or representation of this agreement; or (viii) if Wrestler intentionally misappropriates for his own purpose and benefit any property of the WCW, its parent, subsidiaries or any affiliated entity of WCW or appropriates any corporate opportunity of WCW, its parent, subsidiaries or any affiliated entity of WCW. Wrestler acknowledges that a waiver by WCW of its rights with respect to any provision of this paragraph in one instance will not be deemed to constitute a waiver of its rights with respect to the same or a similar breach thereafter.

(e) This Agreement shall terminate automatically upon the death of Wrestler.

(f) The following shall govern in the event of incapacity of Wrestler for any reason:

(i) For the purposes of this Agreement, "Incapacity" shall be defined as Wrestler's inability to perform all of the physical requirements of the Services, as determined by WCW. WCW may, at its option and expense,

**CONFIDENTIAL**

require Wrestler to be evaluated by a physician selected by WCW for purposes of determination of Incapacity.

(ii) In the event of Incapacity, Wrestler shall continue to receive his full compensation payments for the first thirty (30) calendar days of Incapacity per contract year and the Agreement shall remain in full force.

(iii) If, Wrestler remains incapacitated after the initial thirty (30) day Incapacity period, WCW shall have the option, at any point during which Wrestler thereafter remains incapacitated, to terminate this Agreement, without further obligation.

(iv) Unless and until WCW shall exercise such right to terminate this Agreement on the basis of Incapacity, WCW shall (a) continue to pay Wrestler under this Agreement at the rate of 1/3 (33.3%) of the compensation otherwise payable hereunder; or (b) utilize Wrestler for non-wrestling Services and pay Wrestler at the rate of 1/2 (50%) of the compensation otherwise payable hereunder. Wrestler's ability to perform non-wrestling Services shall be determined by WCW. While Wrestler is being paid pursuant to (iv)(a) or (b), all other terms of this Agreement shall remain in full force.

(v) Any reduction in compensation pursuant to this section shall cease upon the earlier of (a) a determination that Wrestler is again able to perform all the physical requirements of the Services; (b) the expiration of this Agreement; or (c) the termination of this Agreement by WCW, as provided for herein.

(g) Wrestler acknowledges his present eligibility for workers'

compensation through WCW. For so long as WCW maintains worker's compensation coverage, Wrestler agrees to accept the benefits provided by said workers' compensation coverage as his sole and exclusive remedy against WCW, (including its parent, affiliates, employees and agents), for any and all injuries sustained during the Term provided said coverage is maintained by WCW and is in effect with respect to such injury.

Notwithstanding anything herein to the contrary, WCW shall not be obligated to maintain workers' compensation coverage.

9. **Restrictive Covenants.**

(a) **Confidentiality.** "Confidential Information" shall mean any confidential, proprietary, business information or data belonging to or pertaining to WCW that does not constitute a "Trade Secret" (as defined under applicable law) and that is not generally known by or available through legal means to the public. In recognition of WCW's need to protect its legitimate business interests, Wrestler hereby covenants and agrees that Wrestler shall not, unless specifically directed by WCW, for any reason or in any fashion, either directly or indirectly use, disclose, transfer, assign, disseminate, reproduce, copy, or otherwise communicate any: Confidential Information, at all times during his contractual relationship with WCW and for a period of one (1) year following the termination thereof for any reason; and Trade Secrets, at all times such information remains a "trade secret" under applicable law. During the Term, Wrestler shall: exercise his best efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information of WCW known by, disclosed to or made available to Wrestler, whether in connection with this Agreement or any other past or present relationship with WCW; immediately notify WCW of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Wrestler becomes aware; and assist WCW, to the extent necessary, in the procurement of or any protection of WCW's rights to or in any of the Trade Secrets or Confidential Information.

(b) **Noncompetition.** During the Term and within the Territory of this Agreement, Wrestler shall perform the Services exclusively for WCW and shall not, directly or indirectly, be employed by, perform services for, or engage or be connected in any manner with any other business entity without the express written consent of WCW.

**CONFIDENTIAL**

Wrestler expressly covenants and agrees that for a period of one hundred and twenty (120) days after any termination or expiration of this Agreement, for any reason (the "Non-Compete Period"), he shall not provide those Services specifically delineated in sections 1(a)(i) and (ii) to any other individual, company or business in the United States, Canada and Japan. In addition, during the Non-Compete Period, Wrestler shall not appear or perform in any media (including but not limited to broadcast, pay-per-view and cable television, video replay, telephone hot-line, radio, magazine and internet) in any manner or capacity relating to wrestling or any other related professional, entertainment or athletic event for or on behalf of Titan Sports, Inc. (WWF) or HHG Corporation (ECW) in the United States, Canada and Japan or for broadcast therein. Wrestler acknowledges that the Non-Compete Period shall be increased to six (6) months in the event this Agreement is terminated for Good Cause pursuant to paragraph 8(d).

(c) Acknowledgment of Reasonableness. The parties expressly acknowledge the reasonableness and content of the covenants and agreements contained in this section.

10. Notices. All notices and statements provided for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service, to the addresses set forth together with the signature of each party to this Agreement.

11. Miscellaneous.

(a) This Agreement, and the documents referenced herein, contain the entire agreement and understanding and shall supersede all prior agreements or



understandings concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) This Agreement is the product of arm's-length negotiations between Wrestler and WCW. Wrestler expressly states that he has had the opportunity to seek and obtain consultation in connection with the negotiation and execution of this Agreement, and that he fully understands the rights and obligations set forth herein. In the construction and interpretation of this Agreement, no account shall be taken of which party requested or drafted any particular provision or provisions of this Agreement.

(c) Regardless of the place of execution hereof, this Agreement and all amendments hereto, shall be deemed to have been negotiated, made, entered into and fully performed in the State of Georgia, without regard to the actual location at which Wrestler provides Services to WCW. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. Wrestler hereby (i) submits to the jurisdiction of the United States District Court for the Northern District of Georgia and of any Georgia state court sitting in Atlanta for the purposes of all legal proceedings arising out of or relating to this

**CONFIDENTIAL**

Agreement and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court. Additionally, the parties hereto agree that the State of Georgia shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising herefrom or related hereto. Wrestler's Home Base is identified solely for travel purposes and shall not affect the choice of law, jurisdiction or venue hereunder.

(d) The parties further agree, notwithstanding the consideration provided for herein, that because of the special, unique and extraordinary nature of the Services hereunder and of the rights and licenses which are the subject matter of this Agreement, WCW shall be entitled to injunctive and other equitable relief to prevent any breach or default by Wrestler hereunder, and such relief shall be without prejudice to any other rights or remedies of WCW as may be provided by law.

(e) WCW may hereby assign its rights and delegate its obligations under this Agreement, and if such assignee shall assume WCW's obligations in writing, WCW shall have no further obligations to Wrestler. Wrestler may not assign this Agreement, in whole or in part, without the prior written consent of WCW, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

(f) This Agreement shall be binding on Wrestler and his successors and permitted assigns.

**CONFIDENTIAL**

**WCW 000472**

(g) Nothing herein shall be deemed to obligate WCW to use the services of Wrestler and WCW shall have fully discharged its obligations hereunder by paying the amount specified herein.

(h) With respect to WCW's rights hereunder, WCW shall have the sole right and discretion to bring any and all claims including but not limited to infringement or unfair competition claims.

(i) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(k) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(l) Upon the request of WCW, Wrestler agrees to take any and all actions, including, without limitation, the execution of certificates, documents or

**CONFIDENTIAL**  
**WCW 000473**

instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

(m) Notwithstanding any termination of this Agreement, all provisions which, by their terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement hereof shall survive and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Agreement to be effective as of the day and year first above written.

"WRESTLER"

"WCW"

Signature: Bobby "Hazard" Walker  
Printed Name: Bobby "Hazard" WALKER

By: [Signature]  
Title: President

CONFIDENTIAL

**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR: BOBBY "HARDWORK" WALKER**

**EXHIBIT "A"**

**COMPENSATION:** In consideration of Wrestler's grant of the rights, licenses and services hereunder, and provided Wrestler faithfully and fully performs all of his obligations hereunder, WCW shall pay Wrestler One Hundred Thousand Dollars (\$100,000.00) per year for the Term defined below.

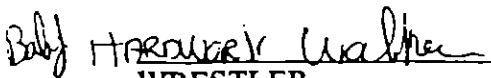
**TERM:** This Agreement shall commence as of January 1, 1999 and shall continue until December 31, 2000.

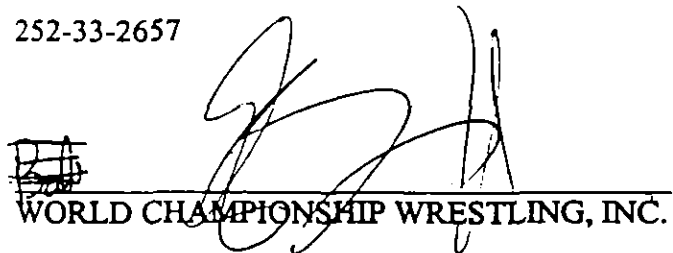
**HOME BASE:** Atlanta, Georgia

**ADDRESS:** 59 Gleneagles Drive

Fayetteville, Georgia 30214

**SOCIAL SECURITY NUMBER:** 252-33-2657

  
WRESTLER

  
WORLD CHAMPIONSHIP WRESTLING, INC.



## EXHIBIT / ATTACHMENT



(To be scanned in place of tab)

**DECLARATION OF GEORGE GRACE**

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

George Grace gives the following declaration under penalty of perjury and states as follows:

1.

I am over eighteen years of age and competent to give this testimony, which is based upon my personal knowledge.

2.

I am the President of Grace Market Research, Inc. ("Grace Market") and served in this position in March, 2000.

3.

In March, 2000, Grace Market conducted an online survey for World Championship Wrestling, Inc.

4.

In this survey, respondents were asked to rate a number of wrestling performers on a number of factors, including the familiarity and likeability. A true and correct copy of this survey is attached hereto as Exhibit "A."

5.

Respondents were also asked to provide some information about themselves, including their ethnicity. Specifically, Question No. 152 asked each respondent to provide his or her ethnicity. The survey provided the following options as possible responses to this question: (1) African/American/Black; (2) Asian; (3) Caucasian/White; (4) Hispanic/Latino; and (5) Other.

6.

According to the information provided by the respondents, the ethnic make-up of the respondent group was as follows (percentages rounded to the nearest whole number):

Base/ Total Number of Respondents	1379
Percentage of Total	100%
African/American/Black: Total Number	51
Percentage of Total	4%
Asian: Total Number	32
Percentage of Total	2%
Caucasian/White: Total Number	1173
Percentage of Total	85%
Hispanic/Latino: Total Number	66
Percentage of Total	5%
Other: Total Number	57
Percentage of Total	4%

7.

This information was provided to WCW at some point during the spring or summer of 2000.

8.

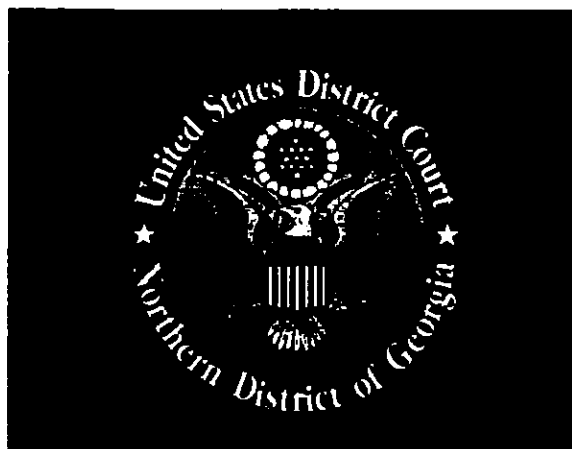
Grace Market maintains this information on a database in electronic format. The information is no longer maintained by Grace Market in hard-copy form.

I declare under penalty of perjury that the foregoing is true and correct.

George Grace  
George Grace

12-18-2002  
Executed on (Date)





## EXHIBIT / ATTACHMENT

R

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# MEMORANDUM

**TO:** Brad Siegel  
**FROM:** Meredith Young  
**DATE:** December 14, 2000  
**RE:** WCW Audience Composition  
**CC:** Aaron Blitzstein, Gary Juster, Craig Leathers, Rob Garner, Sharon Sidello, Annette Yother, Alan Sharp, Ken Leiker, Diana Myers, Kelley Komminsk, Kathy Shelley, Chelsea Reeves, Lisa Sturgis

Detailed below are audience composition figures for WCW's cable programming. The percentages represent combined averages of NITRO and THUNDER produced during September, 2000.

Let me know if you have any questions or require further information.

## TERRITORIES

Northeast	25%
East Central	18%
West Central	10%
Southeast	26%
Southwest	11%
Pacific	9%

## COUNTY SIZE

A	28%
B	33%
C & D	39%

## HOUSEHOLD SIZE

1 Person	11%
2 Persons	27%
3+ Persons	23%
4+ Persons	39%

## HOH AGE

Less than 34	28%
35-54	50%
55-64	11%
65+	11%

## HOUSEHOLD INCOME

\$20K-\$30K	15%
\$30K-\$40K	10%
\$40K-\$60K	24%
\$60K+	20%

## RACE

White	79%
Non-White	21%

## EDUCATION

No College	40%
Some College	24%
4+ years of College	11%

## OCCUPATION

White Collar	27%
Blue Collar	42%
Not Working	32%

## PRESENCE OF CHILDREN

Any less than 18	52%
Any less than 12	37%
Any less than 6	17%
Children 6-11	26%
Children 12-17	32%

## ADULTS

**78%**

## FEMALES

18+	26%
18-34	11%
18-49	17%
25-54	15%
55+	7%

## MALES

18+	52%
18-34	21%
18-49	38%
25-54	35%
55+	11%

## NON-ADULTS

Kids 2-11	12%
Teens 12-17	10%

Source: Nielsen Media Research, PNFI 9/00



**WCW 019288  
CONFIDENTIAL**



## EXHIBIT / ATTACHMENT

A handwritten signature, appearing to be a stylized "S" or "J", written over a horizontal line.

(To be scanned in place of tab)

THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

1 SEP 23 2002

Davis v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1716-CC;  
Saengsiphon v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1719-CC;  
Speight v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1718-CC;  
Worthen v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1717-CC;  
Reeves v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1720-CC;  
Easterling v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1715-CC  
Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0368-CC  
Norris v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0369-CC  
Walker v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0367-CC; Patterson v. World Championship Wrestling, Inc., Turner Sports, Inc., Turner Entertainment Group, Inc. Civ. File No. Civ. File No. 1:01-CV-1152-CC

LUTHER D. THOMAS, Clerk  
J. Metz  
Deputy Clerk

PLAINTIFFS' RULE 26(a)(2) DISCLOSURES OF  
EXPERT TESTIMONY OF J. STEVE HICKS

Pursuant to Federal Rule of Civil Procedure 26(a)(2),  
Plaintiffs hereby identify the expert testimony of J. Steve  
Hicks as follows:

**A. Opinions, Basis and Reasons:**

Professional wrestling is a staged event. The outcome of  
these events are predetermined by writers, who create various  
stories and storylines for wrestling programs and events.

One measure of success in wrestling is whether an  
individual is scripted to hold a championship title. The most

prestigious title for WCW is the World Heavyweight title, which is an individually held title.

From the date that WCW first had a Heavyweight Champion, July 14, 1991, through the date on which the first of these lawsuits was filed, February 11, 2000, 3,286 days, WCW had only one African-American Heavyweight Champion, Ron Simmons. Mr. Simmons held the title for 150 days, from August 2, 1992 until December 30, 1992, i.e., that is 4.56 percent of the total possible days. WCW has never had an Asian or Hispanic Heavyweight Champion.

As for other titles, I conducted an evaluation of the racial composition of various WCW titles. I found the following with regard to titles:

**WCW World Tag Team Title:** Caucasian (86.4%), Black (6.2%) and Asian (0%).

**WCW United States Title:** Caucasian (86.1%), Black (0%) and Asian (2.8%).

**WCW World TV Title:** Caucasian (77.1%), Black (5.7%) and Asian (5.7%).

Another measure of success in professional wrestling is appearing in pay-per-view (PPV) events. PPV events are the cable broadcast events in which viewers pay cable providers fees for viewing the offered programming. Wrestling organizations typically feature and showcase the wrestlers they are pushing,

i.e., promoting, in PPV events. Wrestlers are often paid additional amounts for the PPV appearances.

During the period of its existence, WCW produced a significant number of PPV events. In the vast majority of those events, and in the aggregate, minorities, specifically African-Americans and Asians were grossly underrepresented in those events.

I have attached hereto a series of summaries of WCW PPV events. I have also calculated the aggregate representation of minority wrestlers in PPV events. My findings are as follows:

<u>Event</u>	<u>Percentage Blacks</u>	<u>Percentage Asian</u>
Bash at the Beach	7.66	1.44
Fall Brawl	7.92	1.49
World War III	2.36	3.94
Uncensored	10.26	1.28
Superbrawl	9.13	2.88
Starcade	8.07	7.45
Spring Stampede	8.40	4.20
Souled Out	3.16	1.05
Slamboree	7.39	3.98
Road Wild	6.30	1.57
Mayhem	5.36	3.57
Great American Bash	7.46	1.49
Miscellaneous PPVs	6.67	5.56
Total (1987 total)	6.99	3.02

Based upon my viewing nearly every WCW televised match that has occurred in the past seven (7) years or more, and based upon

the statistical data I have accumulated over the years, it is my opinion that racism is prevalent in professional wrestling and in the WCW in particular.

**B. Data Considered:**

My opinions in this case are based upon my experience as a reporter in the wrestling industry and my review of relevant data. I have followed professional wrestling my entire adult life and am the publisher of a wrestling industry publication entitled *DragonKing Update Report*. I have been publishing *DragonKing Update Report* since 1999. It has a circulation base of approximately 5,000 readers and is read in the United States and internationally. As the writer and publisher of *DragonKing Update Report*, I use the pen name Karl Stern. Prior to publishing the *DragonKing Update Report* I published a similar wrestling newsletter called the *Global Pro-wrestling News* from 1994-1996. I am also the publisher of *The Ultimate History of Pro Wrestling* (2000) and *The Ultimate Pro Wrestling Book of Lists, Vols. I and II*.

As a consequence of my affiliation with *DragonKing Update Report*, I have maintained records that reflect the content and outcome of professional wrestling matches and events for various professional wrestling organizations, including the WCW, that date back to the early to mid-1990s. I have records that document who participated in, won, and lost every WCW PPV Event

since WCW's inception. I have similar records for every WCW Nitro and Thunder event since 1997. I maintain a library of wrestling reference books, including every edition of the annual *Wrestling Almanac* (a Pro Wrestling Illustrated publication).

My opinions in this case are based upon my experience as a reporter in the wrestling industry, the records I have maintained and my library of wrestling reference books.

**C. Exhibits to be Used:**

At this time, I have not identified any exhibits that I plan to utilize at trial.

Plaintiffs reserve the right to have Sgt. Hicks utilize exhibits at trial. Plaintiffs will supplement this response as necessary.

**D. Qualifications:**

I am a full time law enforcement officer with the Haleyville, Alabama Police Department. I have been in law enforcement for approximately ten (10) years.

As noted above, I have followed wrestling my entire adult life and am the publisher of a wrestling industry publication entitled *DragonKing Update Report*, which has been in publication since 1999 and has a circulation base of approximately 5,000 readers, both domestically and internationally. Prior to publishing the *DragonKing Update Report*, I published a similar wrestling newsletter, the *Global Pro-wrestling News* from 1994-



1996. I am also the publisher of *The Ultimate History of Pro Wrestling* (2000) and *The Ultimate Pro Wrestling Book of Lists*, Vols. I and II.

I have maintained records that reflect the content and outcome of professional wrestling matches and events for the various professional wrestling organizations that date back to the early to mid-1990s. I have records that document who participated in, won and lost every WCW Pay-Per-View Event since WCW's inception. I also have records of this data for every Nitro and Thunder event since 1997.

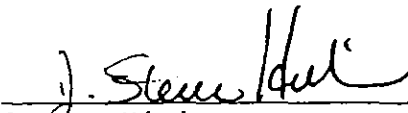
I maintain a library of wrestling reference books, including every edition of the annual *Wrestling Almanac* (a Pro Wrestling Illustrated publication).

**E. Compensation:**

None.


**F. Other cases in which I have testified as an Expert at Trial or by Deposition within the Preceding Four (4) Years:**

None.

  
Steve Hicks

Plaintiffs specifically reserve the right to supplement this disclosure in any manner permitted under the Federal Rules of Civil Procedure, the Local Rules of this Court or any other applicable law.

This 20<sup>th</sup> day of September, 2002.

  
\_\_\_\_\_  
Cary Ichter

Georgia Bar No. 382515

Kelly Jean Beard

Georgia Bar No. 044380

Charles J. Gernazian

Georgia Bar No. 291703

Michelle M. Rotheneberg-Williams

Georgia Bar No. 615680

**MEADOWS, ICHTER & BOWERS, P.C.**

Eight Piedmont Center, Suite 300

3525 Piedmont Road

Atlanta, GA 30305

Telephone: (404) 261-6020

Telecopy: (404) 261-3656

CERTIFICATE OF SERVICE

This is to certify that I have this date served  
counsel to this action with the foregoing **PLAINTIFFS' RULE**  
**26(a)(2) DISCLOSURES OF EXPERT TESTIMONY OF J. STEVE HICKS** via  
hand delivery addressed as follows:

John J. Dalton  
James Lamberth  
Evan Pontz  
Troutman Sanders LLP  
Suite 5200, Bank of America Plaza  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308-22165

This 20<sup>th</sup> day of September, 2002.

  
Michelle M. Rothenberg-Williams

MEADOWS, ICHTER & BOWERS, P.C  
Eight Piedmont Center, Suite 300  
3525 Piedmont Road, N.E.  
Atlanta, Georgia 30305  
(404) 261-6020

## JW BASH AT THE BEACH

(PPV)

DATE	TOTAL NUMBER OF WRESTLERS	BLACK WRESTLERS	BLACKS AS %	ASIAN WRESTLERS	ASIANS AS %
17-Jul-94	20	0	0.00%	0	0.00%
16-Jul-95	25	3	12.00%	0	0.00%
7-Jul-96	40	4	10.00%	0	0.00%
13-Jul-97	30	1	3.33%	3	10.00%
12-Jul-98	26	4	15.38%	0	0.00%
11-Jul-99	43	2	4.65%	0	0.00%
9-Jul-00	25	2	8.00%	0	0.00%
<b>TOTALS</b>	<b>209</b>	<b>16</b>	<b>7.66%</b>	<b>3</b>	<b>1.44%</b>

**WCW FALL BRAWL  
(PPV)**

DATE	TOTAL NUMBER OF WRESTLERS	BLACK WRESTLERS	BLACKS AS %	ASIAN WRESTLERS	ASIANS AS %
18-Sep-94	27	0	0.00%	0	0.00%
17-Sep-95	30	4	13.33%	0	0.00%
15-Sep-96	24	3	12.50%	0	0.00%
14-Sep-97	28	2	7.14%	1	3.57%
13-Sep-98	27	3	11.11%	0	0.00%
12-Sep-99	26	2	7.69%	1	3.85%
17-Sep-00	40	2	5.00%	1	2.50%
<b>TOTALS</b>	<b>202</b>	<b>16</b>	<b>7.92%</b>	<b>3</b>	<b>1.49%</b>

**WCW WORLD WAR III****(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
26-Nov-95	63	1	1.59%	5	7.94%
24-Nov-96	66	2	3.03%	1	1.52%
23-Nov-97	61	1	1.64%	2	3.28%
22-Nov-98	64	2	3.13%	2	3.13%
<b>TOTAL</b>	<b>254</b>	<b>6</b>	<b>2.36%</b>	<b>10</b>	<b>3.94%</b>

WCW UNCENSORED

(PPV)

DATE	TOTAL NUMBER OF WRESTLERS	BLACK WRESTLERS	BLACKS AS %	ASIAN WRESTLERS	ASIANS AS %
19-Mar-95	24	3	12.50%	0	0.00%
24-Mar-96	33	2	6.06%	0	0.00%
16-Mar-97	27	2	7.41%	1	3.70%
15-Mar-98	19	1	5.26%	0	0.00%
14-Mar-99	22	4	18.18%	1	4.55%
19-Mar-00	31	4	12.90%	0	0.00%
<b>TOTALS</b>	<b>156</b>	<b>16</b>	<b>10.26%</b>	<b>2</b>	<b>1.28%</b>

**WCW SUPERBRAWL****(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
20-Feb-94	24	3	12.50%	0	0.00%
19-Feb-95	26	3	11.54%	0	0.00%
11-Feb-96	34	4	11.76%	0	0.00%
23-Feb-97	29	2	6.90%	2	6.90%
22-Feb-98	21	2	9.52%	2	9.52%
21-Feb-99	22	1	4.55%	0	0.00%
20-Feb-00	27	3	11.11%	0	0.00%
19-Feb-01	25	1	4.00%	2	8.00%
<b>TOTAL</b>	<b>208</b>	<b>19</b>	<b>9.13%</b>	<b>6</b>	<b>2.88%</b>



**WCW STARCADE  
(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
27-Dec-94	20	4	20.00%	0	0.00%
27-Dec-95	17	1	5.88%	7	41.18%
29-Dec-96	18	0	0.00%	3	16.67%
28-Dec-97	21	1	4.76%	0	0.00%
27-Dec-98	18	2	11.11%	0	0.00%
18-Dec-99	36	4	11.11%	0	0.00%
17-Dec-00	31	1	3.23%	2	6.45%
<b>TOTAL</b>	<b>161</b>	<b>13</b>	<b>8.07%</b>	<b>12</b>	<b>7.45%</b>

**WCW SPRING STAMPEDE  
(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
17-Apr-94	24	1	4.17%	2	8.33%
6-Apr-97	18	2	11.11%	2	11.11%
19-Apr-98	24	1	4.17%	1	4.17%
11-Apr-99	23	1	4.35%	0	0.00%
16-Apr-00	30	5	16.67%	0	0.00%
<b>TOTAL</b>	<b>119</b>	<b>10</b>	<b>8.40%</b>	<b>5</b>	<b>4.20%</b>

DATE	TOTAL NUMBER OF WRESTLERS	BLACK WRESTLERS	BLACKS AS %	ASIAN WRESTLERS	ASIANS AS %
25-Jan-97	18	0	0.00%	1	5.56%
24-Jan-98	28	1	3.57%	0	0.00%
17-Jan-99	22	0	0.00%	0	0.00%
16-Jan-00	27	2	7.41%	0	0.00%
<b>TOTAL</b>	<b>95</b>	<b>3</b>	<b>3.16%</b>	<b>1</b>	<b>1.05%</b>

**WCW SLAMBOREE****(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
22-May-94	20	1	5.00%	0	0.00%
21-May-95	30	3	10.00%	1	3.33%
19-May-96	42	3	7.14%	1	2.38%
18-May-97	24	3	12.50%	4	16.67%
17-May-98	16	0	0.00%	1	6.25%
9-May-99	22	2	9.09%	0	0.00%
7-May-00	22	1	4.55%	0	0.00%
<b>TOTAL</b>	<b>176</b>	<b>13</b>	<b>7.39%</b>	<b>7</b>	<b>3.98%</b>

**WCW ROAD WILD****(PPV)****(a/k/a Hogg Wild)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
10-Aug-96	44	1	2.27%	2	4.55%
9-Aug-97	24	2	8.33%	0	0.00%
8-Aug-98	31	1	3.23%	0	0.00%
14-Aug-99	28	4	14.29%	0	0.00%
<b>TOTAL</b>	<b>127</b>	<b>8</b>	<b>6.30%</b>	<b>2</b>	<b>1.57%</b>

**WCW MAYHEM****(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
21-Nov-99	23	1	4.35%	0	0.00%
26-Nov-00	33	2	6.06%	2	6.06%
<b>TOTAL</b>	<b>56</b>	<b>3</b>	<b>5.36%</b>	<b>2</b>	<b>3.57%</b>

**GREAT AMERICAN BASH****(PPV)**

<b>DATE</b>	<b>TOTAL NUMBER OF WRESTLERS</b>	<b>BLACK WRESTLERS</b>	<b>BLACKS AS %</b>	<b>ASIAN WRESTLERS</b>	<b>ASIANS AS %</b>
18-Jun-95	25	3	12.00%	0	0.00%
16-Jun-96	22	1	4.55%	0	0.00%
15-Jun-97	22	2	9.09%	2	9.09%
14-Jun-98	19	2	10.53%	0	0.00%
13-Jun-99	22	1	4.55%	0	0.00%
11-Jun-00	24	1	4.17%	0	0.00%
<b>TOTALS</b>	<b>134</b>	<b>10</b>	<b>7.46%</b>	<b>2</b>	<b>1.49%</b>

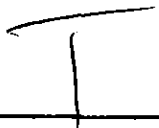
## MINI ELANEUS WCW PPVS

DATE	TITLE OF PPV	TOTAL NUMBER OF WRESTLERS	BLACK WRESTLERS	BLACKS AS %	ASIAN WRESTLERS	ASIANS AS %
13-Aug-00	New Blood Rising	28	1	3.57%	3	10.71%
14-Jan-01	Sin	34	2	5.88%	2	5.88%
18-Mar-01	Greed	28	3	10.71%	0	0.00%
TOTALS		90	6	6.67%	5	5.56%





## EXHIBIT / ATTACHMENT

  
\_\_\_\_\_

(To be scanned in place of tab)

THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

Davis v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1716-CC;  
Saengsiphon v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1719-CC;  
Speight v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1718-CC;  
Worthen v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1717-CC;  
Reeves v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1720-CC;  
Easterling v. World Championship Wrestling, Inc. and Turner Sports, Inc., Civ. File No. 1-00-CV-1715-CC  
Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0368-CC  
Norris v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0369-CC  
Walker v. World Championship Wrestling, Inc., Turner Sports, Inc., Civ. File No. 1:00-CV-0367-CC; Patterson v. World Championship Wrestling, Inc., Turner Sports, Inc., Turner Entertainment Group, Inc. Civ. File No. Civ. File No. 1:01-CV-1152-CC

**PLAINTIFFS' RULE 26(a)(2) DISCLOSURES OF  
EXPERT TESTIMONY OF DR. DAVID W. RASMUSSEN**

Pursuant to Federal Rule of Civil Procedure 26(a)(2),  
Plaintiffs hereby identify the expert testimony of their  
statistician, Dr. David W. Rasmussen, who is the James H.  
Gapinski Professor of Economics at Florida State University, as  
follows:

**A. Opinions, Basis and Reasons:**

**Introduction**

This report evaluates the contention that the World  
Championship Wrestling (WCW) denied equal treatment to African-

American wrestlers in terms of employment, salary and other contract terms. The statistical evidence presented here sheds light on this question in two ways. First, evidence is presented that shows African-Americans are under-represented among WCW wrestler positions. These data are consistent with the contention that African-American wrestlers did not encounter an equal opportunity employer when dealing with WCW. Second, the salary and other compensation of African-American wrestlers are explored. The fact that African-Americans are significantly underrepresented among wrestlers hinders formal statistical analysis of their salaries relative to other wrestlers, but the available evidence strongly indicates that African-Americans performers did not receive compensation that is commensurate with other wrestlers.

### Hiring

*Methodology.* The following statistical analysis uses the methodology that is generally accepted in Title VII litigation. At issue is whether the WCW hired African-Americans in proportion to their representation in the qualified applicant pool. The crucial question to be answered is how far the proportion of African-Americans among total paid wrestlers stray from the expected proportion and still be regarded as "racially neutral." This is a straightforward statistical problem, and the prevailing legal doctrine is in accord with the standard

methods used in social science: discrimination is revealed when the employer's actual behavior results in the number of African-Americans hired to be more than two standard deviations below the number expected based on their availability in the workforce.<sup>1</sup> Statistical analysis allows the analyst to make probability statements. When actual number of African-Americans hired is two standard deviations below the expected number, it reveals that there is only one chance in twenty (five percent) that an equal opportunity employer by chance would have the racial distribution of retention decisions that is observed.

This statistical calculation is driven by three numbers: the actual number of African-Americans hired, the total number of persons hired, and the expected proportion of African-Americans among these hires. Generally, the actual numbers of African-Americans and total hires are relatively free of controversy. More contentious is the proportion of hires that are expected to be African-American, the "benchmark" by which actual hiring performance is evaluated. This controversy is minimized when there is a good record of all persons who applied for employment together with identification of those who are African-American. For obvious reasons, these data are not

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<sup>1</sup> Statistical formula for calculating the number of standard deviations is the actual number of African-Americans hired minus the expected number divided by the standard deviation which is the square root of  $np(1-p)$  where  $n$  is the total number of hires and  $p$  is the benchmark measuring the percent African-Americans that are available. It should be noted that social scientists recognize that important differences may occur even when customary significance levels are not realized.

generally available. However, even excellent applicant flow data may be compromised if qualified African-Americans are reluctant to apply because they believe that the employer will discriminate against them.<sup>2</sup> Thus when good applicant flow data that identifies African-Americans are not available, as in this case, it is customary to use labor market statistics to approximate the expected proportion of African-Americans among qualified applicants.

#### *Wrestlers*

Data are available to examine the number of African-American wrestlers under contract with WCW between 1996 and 2000.<sup>3</sup> The evidence available at this time suggests that there are 228 wrestlers, 17 (7.5 percent) of whom were African-American.<sup>4</sup> The crucial question is: by what benchmark are we to evaluate this hiring performance?

One possible starting point is to get information about the relative number of African-Americans who are interested in becoming professional wrestlers. WCW has a school, the Power Plant, to train wrestlers. The proportion of African-Americans among qualified persons who desire to attend this school would

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<sup>2</sup> This "chilling" effect that potentially lowers the percent African-American among applicants is analogous to the "discouraged worker" classification used by the U.S. Department of Labor. Discouraged workers are those that would look for work if they believed they could find a job somewhere in the economy. The chilling effect represents firm specific discouraged workers: individuals do not apply because they believe the employer is not an equal opportunity employer.

<sup>3</sup> Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3., Exhibit A.

provide an expression of interest in this line of work. Unfortunately, Universal Wrestling Corporation has stated that it does not have this information.<sup>5</sup> There is, however, testimony from five individuals who report their personal impressions of the representation of African Americans among school participants.

Five individuals have testified as to their impressions of the representation of African-Americans among persons at the Power Plant.<sup>6</sup> These are recorded in Table 1. As is clear in the Table, three of these individuals provide an estimated range and two provide a specific figure. Estimates of the percent African-American range from 10 to 40 percent. Column 1 counts each estimate as an independent observation, so Carr, Hamilton, and Snakovsky, in effect, get two votes. The mean of these eight estimates is 23.5 percent African-American, the median (the mid-point of the range of estimates) is 27.5 percent, and the mode (the most frequent estimate) is 40 percent.

One could reasonably object to counting any individual's estimate twice, so column two provides the mid-point of the ranges provided by Carr, Hamilton, and Snakovsky. The resulting

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<sup>4</sup> I have been provided with a copy of Exhibit A that identifies persons who are African-American and persons whose presence on the list is disputed. These data have been supplemented by Plaintiff's counsel and a draft Affidavit by Bobby Walker.

<sup>5</sup> Defendant Universal Wrestling Corporation's Supplemental Responses and Objections to Plaintiffs' First Interrogatories to Defendants World Championship Wrestling, Inc. and Turner Sports, p. 4

mean is 26.4 percent African-American and the median is 32.5 percent.

TABLE 1

ESTIMATES OF AFRICAN-AMERICAN REPRESENTATION AT  
POWER PLANT TRYOUTS

SOURCE	PERCENT AFRICAN-AMERICAN	
	<u>ESTIMATES</u>	<u>AVERAGE</u>
T.B. Carr		32.5
Low	25	
High	40	
J.N. Hamilton		12.5
Low	10	
High	15	
J.P. Snakovsky		35
Low	30	
High	40	
B.F. Smith	12	12
M. Williams	40	40
Mean	23.5	26.4
Median	27.5	32.5
Mode	40	n.a.

Even if collectively these approximations of applicant flow give an accurate picture of African-American representation at the Power Plant, this estimate of interest among qualified African-Americans could be biased downward if African-American applicants are discouraged from applying because they believe

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<sup>6</sup> This information is given in depositions, the date of which is following the person's name: Tony Byron Carr (January 28, 2002); Joseph N. Hamilton (March 22, 2002); Brenda F. Smith (April 30, 2002); John Paul Snakovsky (May 30, 2002); and Moses Williams (May 28, 2002)

WCW is not an equal opportunity employer. This is the chilling effect described above.

Another source of information about the availability of African-Americans as wrestlers is a list by which the WCW has identified each individual who was a trainee at the Power Plant over the 1996-2000 period.<sup>7</sup> Of 82 persons on this list, 11 (13.4) have been identified as African-American. This is obviously a flawed benchmark since it can obviously be a product of discrimination if the Defendant has a bias against choosing African-Americans as trainees. Nevertheless, the 13.4 percent figure is useful as a lower bound estimate of African-American interest and availability in a wrestling career since WCW in fact achieved this level of representation at the Power Plant.

One way to approximate what an estimate applicant flow in the absence of a chilling effect is to consider the representation of African-Americans in activities that require attributes similar to those of professional wrestling: a list that would include excellent athletic ability, physical strength and size, and to be able follow a highly scripted sequence of events. These attributes are obviously found in professional football. African-Americans are much more highly represented in professional football than they are in the general population: blacks account for 67 percent of the players in the National



Football League.<sup>8</sup> These data indicate African-American participation that is far in excess of any of the estimates provided in Table 1, which suggests these estimates may be downward biased estimates of a true measure of the availability of African-Americans who are interested in and qualified to be professional wrestlers.

Tables 2 and 3 report the results of the statistical analysis of African-American representation among wrestlers during the 1996-2000 period. First consider Table 2. The first column shows the number of contract wrestlers listed in Exhibit A.<sup>9</sup> Column two shows a variety of benchmarks, the percent African-American expected among these wrestlers, which are drawn from Table 1. Column three shows the number of African-American wrestlers expected given the benchmark (column 1 times column 2); column 4 shows the actual number of African-Americans identified in Exhibit A, and column five reports the difference actual and expected number of African-Americans. The last column shows the number of standard deviations. Recall that the prevailing standard is that a difference of two or more standard deviations is statistically significant.

Five benchmarks are used. First, is the African-American representation among trainees at the Power Plant, 13.4 percent.

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<sup>7</sup> *Supra*, note 3, Exhibit B.

<sup>8</sup> John Simons, U.S. News and World Report (March 24, 1997, pp. 46-48). The same source indicates that blacks account for 80 percent of the players in the National Basketball Association.

WCW hired 228 persons during 1996-2000, and had they hired African-Americans at a rate of 13.4 percent the expected number of African-American hires would be 30.6. Instead, only 17 were hired; -2.63 standard deviations from the expected number. This is statistically significant. In probability terms this could happen by chance alone only one time in 100.

Subsequent benchmarks come from Table 1. The statistical analysis in row two uses the average (mean) availability from column one (23.5 percent); row three is the median estimate from column one (27.5 percent); row four is the median value of column 2 (32.5) and row five is the most frequently cited estimate in column one (40 percent).

The number of standard deviations range from -2.63 to -10.03, far beyond the standard of -2.00 standard that indicates that chance does not account for the under-representation of African-Americans at WCW. To put these statistics in perspective, there is only 1 chance in 1,000 that WCW is an equal opportunity employer when the number of actual African-American wrestlers is 3.00 standard deviations below the expected number. When the shortfall of African-American wrestlers is -6.00 standard deviations, as in row two of Table 2, this result is expected by chance in less than 1 chance out of 100,000.

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<sup>9</sup> *Supra* note 3.

TABLE 2

STANDARD DEVIATION ANALYSIS OF AFRICAN-AMERICAN  
REPRESENTATION AMONG WRESTLERS (1996-2000)

A. EXCLUDING DISPUTED WRESTLERS

<u>NUMBER OF WRESTLERS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
228	13.4	30.6	17	-13.6	-2.63
228	23.5	53.4	17	-36.4	-7.71
228	27.5	62.7	17	-45.7	-6.78
228	32.5	74.1	17	-57.1	-8.07
228	40.0	91.2	17	-74.2	-10.03

B. INCLUDING DISPUTED WRESTLERS

<u>NUMBER OF WRESTLERS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
232	13.4	31.1	20	-11.1	-2.14
232	23.5	54.5	20	-34.5	-5.35
232	27.5	63.8	20	-43.8	-6.44
232	32.5	75.4	20	-55.4	-7.77
232	40.0	92.8	20	-72.8	-9.76

Panel B of Table 2 is identical to Panel A except that the four disputed wrestlers are included in the analysis. Three of the disputed persons are African-American, so the total number of wrestlers rises to 232 and the actual number of African-Americans hired rises to 20. The results do not change: the number of standard deviations range from -2.14 to -9.76, once again indicating statistically significant under-representation of African-Americans. The number of African-American wrestlers will be 2.14 standard deviations below the expected number by chance alone three times in 100. Recall that -6.00 standard

deviations will occur by chance in less than once in 100,000 cases.

The analysis in Table 2 is flawed in that it considers the number of persons in Exhibit A but does not account for the actual frequency of employment. As an illustration, suppose an employer hired two persons, a Caucasian and an African American, over a 10-year period. Using the method employed in Table 2, African-American representation would be 50 percent. But suppose that the Caucasian worked in each of the 10 years and the African-American worked in only one. By looking at African-American representation by salary years a very different picture emerges: instead of 50 percent, African-American representation is only 1 out of 11, or 9.1 percent.

Table 3 investigates African-American representation among WCW wrestlers using salary years as the unit of observations. In Exhibit A, there are 681 cells in which a person is reported to have received a salary. Of these cells, 51 (7.5 percent) represent salaries earned by African-Americans. The benchmarks that measure African-American availability are identical to those in Table 2. When the benchmark is 13.4 percent, the lowest in the Table, the shortfall of African-American wrestlers is -4.53 standard deviations from the expected number. As in Table 2, the number of standard deviations rises with the benchmark: when the benchmark is 40 percent, the shortfall is

-17.32 standard deviations. There is less than one chance in a million that this result could happen by chance alone.

TABLE 3

STANDARD DEVIATION ANALYSIS OF AFRICAN-AMERICAN  
AMONG WRESTLERS BY SALARY YEARS (1996-2000)

EXCLUDING DISPUTED WRESTLERS

<u>NUMBER OF SALARY YEARS</u>	<u>BENCHMARK</u>	<u>EXPECTED NO. OF AFRICAN-AMERICANS</u>	<u>ACTUAL NUMBER</u>	<u>DIFFERENCE</u>	<u>NO. OF STD DEVIATIONS</u>
681	13.4	91.3	51	-40.3	-4.53
681	23.5	160.0	51	-109.0	-9.85
681	27.5	187.3	51	-136.3	-11.70
681	32.5	221.3	51	-170.3	-13.94
681	40.0	272.4	51	-221.4	-17.32

This analysis strongly suggests that African-Americans are significantly under-represented among wrestlers at WCW. Even when African American representation at the Power Plant is used as the benchmark, African Americans are significantly under-represented. Even the highest benchmark in Tables 2 and 3 may under estimate the true availability of qualified African-Americans since it is possible that if WCW was a truly equal opportunity employer it would confront an applicant pool of interested and qualified persons that mirrored that of professional basketball or professional football.

Salary

Salaries of wrestlers within any year vary greatly. For example, in 1999 annual compensation varies from under \$10,000

to \$4.65 million. The average wrestler's salary was \$237,933 that year. Of the 160 wrestlers receiving compensation that year, 54 (33.1%) received under \$50,000 and another 33 (20.6%) received a salary between \$50,000 to \$99,999. This concentration of salaries at the lower end of the overall salary range is reflected in the median (50 percent of the distribution lie on both sides of the median) income compared to the mean income: the median is \$87,000 while the mean is about \$238,000. At the other end of the spectrum, only 14 wrestlers received salaries in excess of \$500,000 and only 9 earned more the \$750,000 in 1999. This dispersion of salaries limits the possibilities to statistically evaluate the compensation of African-Americans relative to other wrestlers.

The structure of WCW wrestling salaries, then, appears to be one in which most wrestlers make a relatively modest salary and a few do very well. Therefore the statistical analysis focuses on the opportunities for African-Americans to enter the ranks of the most successful wrestlers or what we will call the salary elite. Discrimination, of course, can take many forms. Therefore we also investigate the possibility that African-Americans who are relatively successful at WCW in terms of compensation may have suffered from unequal employment practices because it took them longer to achieve high standing than comparable Caucasian wrestlers.

*Defining the Salary Elite*

Table 3 shows the salary distribution for wrestlers in 1999, which clearly reveals that there is a break in the distribution at \$500,000. Only 8.7 percent of the wrestlers in that year earned over one-half million dollars and only 5.6 percent earned over \$750,000. The \$750,000 figure is the most appropriate definition of elite salary status for two reasons. First, most wrestlers who reached this salary figure eventually earned an annual salary in excess of \$1 million. This is not the case for those whose top salary was in the \$500,000 to \$750,000 range. Second, licensing income as a percent of salary makes a sharp jump when salaries are in excess on \$750,000. In 1999, licensing income as a percent of salary was 14.71 for the 9 wrestlers making over \$750,000 but only 4.03 percent for the five wrestlers making between \$500,000 and \$749,999. In absolute figures the former group had an expected licensing income of \$83,584 more than the lower income group. This is just slightly lower than the median wrestlers annual salary. Thus, it seems appropriate to define the salary elite to be the top five percent of the salary distribution, or those that make in excess of \$750,000.

TABLE 4

## SALARY DISTRIBUTION OF WRESTLERS, 1999

<u>SALARY</u>	<u>NUMBER</u>	<u>PERCENT</u>
0 - 49,999	53	33.1
50,000 - 99,999	33	20.6
100,000 - 199,999	38	23.8
200,000 - 499,999	22	13.8
500,000 - 749,999	5	3.1
750,000 - 999,990	1	.6
1,000,000 - 2,000,000	5	3.1
Over 2,000,000	3	1.9
TOTAL	160	100.0

*African American Wrestlers Among the Salary Elite*

During the 1996-2000 period, 10 wrestlers earned \$750,000 or more. Combined they account for 29 years earning an "elite" salary. These elite salary earners are shown in Table 5. Since African-Americans account for 7.5 percent of all salary years during this time period, we expect that they should receive about that portion of these elite salary years. The expected number of African-Americans is 2.18, but in fact there are none achieving elite status. This shortfall in the expected number of African-Americans is -1.18 standard deviations from the actual number; this is not statistically significant at customary test levels. However, it is worth noting that this



test statistic means that there is about .13 percent chance of observing this result due to chance.<sup>10</sup> This means that there is less than 1 chance in 7 that there would be no African-Americans in the elite status due to chance.

TABLE 5

WRESTLERS WITH ELITE SALARIES AND YEARS IN SERVICE  
BEFORE MAKING \$600,000 OR MORE

NAME	NUMBER OF SALARY YEARS			TIME TO
	\$1M	\$750-\$1M	\$600-\$750	\$600+
ABBOT	0	0	1	1
BOLLEA, T	4	0	0	na
BORDEN	2	2	0	1
EUDY	0	1	1	0
FALKENBERG	2	0	0	1
FLIEHR	0	0	1	2
GOLDBERG	2	0	0	3
HALL	1	2	1	1
HART	3	0	0	1
NASH	3	1	0	1
PFOHL	2	1	1	1
POFFO, R.	3	0	1	na
RECHSTEINER	0	0	2	3
TOOMBS	0	0	3	1
HUFFMAN, B <sup>A</sup>	0	0	2	3
HUFFMAN, L <sup>A</sup>	0	0	1	3
TOTAL	22	7	14	

<sup>A</sup>African-American

*Putting in Your Time: Are African-American Wrestlers Treated Equally?*

<sup>10</sup> This is using a one-tail test that assumes that there is an *a priori* reason to expect that African-Americans will be under-represented among those with elite salary status. Given the extreme under-representation of African-Americans in employment among wrestlers, this expectation is warranted. If this assumption is rejected, there is less than one chance in three that no African-Americans would be among the salaried elite.

It is impossible to test whether African-Americans spend more time than Caucasians waiting to achieve elite status since none have reached this status when it is defined as an annual salary of \$750,000. Time waiting in this context cannot be defined. To facilitate this analysis of waiting time, the definition of elite status is lowered to \$600,000 so two African-Americans are included among the elite.<sup>11</sup>

Waiting time to elite status is defined as the number of years that a wrestler receives a salary before achieving elite salary status.<sup>12</sup> For example, S. Borden received \$72,205 in 1996 and achieved elite status a year later with a salary of \$913,304. His waiting time is therefore recorded as one year. Waiting time is defined for wrestlers who reached a salary exceeding \$600,000 after 1996 in Exhibit A.<sup>13</sup> The sign test provides a way to investigate whether African-American wrestlers spent more time waiting to achieve their elite status. If African-Americans are treated equally it is expected that the number of times they spend more time waiting for elite salary status than Caucasians should be about equal to the number of times they reach this status faster. In a sign test ties, i.e.,

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Americans in employment among wrestlers, this expectation is warranted. If this assumption is rejected, there is less than one chance in three that no African-Americans would be among the salaried elite.

<sup>11</sup> They are B. Huffman and L. Huffman.

<sup>12</sup> The salary data are found in Defendant's Exhibit A. Two wrestlers (T. Bollea and R. Poffo) have elite status in the first year recorded in Exhibit A and are not included in this analysis because waiting time is unknown.

<sup>13</sup> The status of seven wrestlers is disputed in this case and they are not included. In four of these seven cases, no salary statistics are shown in the Exhibit.

an equal number of years waiting, are excluded from the analysis.

Table 5 shows all the wrestlers who earned at least \$600,000 after 1996, notes whether they are African-American, and gives the number of years they received a salary before reaching elite status. The African-Americans, B. Huffman and L. Huffman, each waited three years before achieving \$600,000 salary status. Among the 14 Caucasians reaching this salary status, only Goldberg and Rechsteiner waited that long. Comparing each Huffman with every Caucasian (eliminating ties) shows that the Caucasians achieved this salary faster than the African-Americans: subtracting the years African-Americans waited from that of Caucasians yields 10 comparisons. The sign is negative (i.e., African Americans waited longer) in each case. This is statistically significant with less than one chance in 100 that this outcome could occur by chance alone.

**B. Data Considered:**

The data I considered is outlined in the prior section of this report. I have also considered racial identification data that was provided to me by Plaintiffs' counsel.

**C. Exhibits to be Used:**

- (1) Defendant Universal Wrestling Corporation's Supplemental Responses and Objections to Plaintiffs' First Interrogatories to Defendants World Championship Wrestling, Inc. and Turner Sports, Inc.;

- (2) Demonstrative exhibits created with the data and opinions referenced herein.

**D. Qualifications:**

A copy of my resume was attached as Exhibit (B)(2)(a) to Plaintiffs' Amended Supplemental Responses to Initial Disclosures Providing Expert Disclosures Pursuant to Federal Rule of Civil Procedure 26(a)(2).

**E. Compensation:**

I will bill Plaintiffs \$200.00 per hour for my time, and \$300.00 per hour for any time testifying at deposition or at trial.

**F. Other cases in which I have testified as an Expert at Trial or by Deposition within the Preceding Four (4) Years:**

Curtis Major et al. v. Eller Media Company  
S.D. of Fla. (Miami Division)  
Case No.: 00-3870-CIV-MORENO (pending)  
(Report and deposition).

Lemuel Middleton et al., v. Publix Super Markets  
U.S.D.C. M.D. of Fla. (Tampa Division)  
Case No.: 97-760-CIV-T-25E  
(Report and deposition).

Linden Adams et al., v. BellSouth Telecommunications, Inc.  
U.S.D.C. S.D. of Fla.  
Case No.: 96-2473-CIV-ZLOCH  
(Report).

Zaidy Gantt, et al. v. The Martin Brower Company  
U.S.D.C. S.D. of Fla.  
Case No.: 97-6233-CIV-ZLOCH  
(Testified).

**Additional Cases:**

Dixon v. Coca Cola Bottling Co., et al., N.D. of Fla.

Newton, et al. v. The Sherwin Williams Co., W.D. of Kentucky

Walker v. Smith, TCA 79-895, N.D. of Fla.

Forehand v. Florida State Hospital, TCA 83-7107-WS, N.D. of Fla.

Pollocks v. Sunland, TCA 87-40103, N.D. of Fla.

Worlds v. Sunland, TCA 77-0741, N.D. of Fla.

Winfield v. St. Joe Paper Co., MCA 76-28, N.D. of Fla.

Griffin v. Wainright, TCA 79-1016, N.D. of Fla.

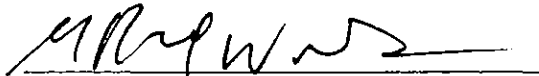
Nickyson v. City of Tallahassee, TCA 76-118, N.D. of Fla.



Dr. David W. Rasmussen

Plaintiffs specifically reserve the right to supplement this disclosure in any manner permitted under the Federal Rules of Civil Procedure, the Local Rules of this Court or any other applicable law.

This 12<sup>th</sup> day of November, 2002.



Cary Ichter  
Georgia Bar No. 382515  
Charles J. Gernazian  
Georgia Bar No. 291703  
Michelle M. Rothenberg-Williams  
Georgia Bar No. 615680

**MEADOWS, ICHTER & BOWERS, P.C.**  
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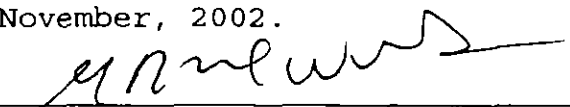
Atlanta, GA 30305  
Telephone: (404) 261-6020  
Telecopy: (404) 261-3656

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties in the foregoing matter with the foregoing **Plaintiffs' Third Amended Supplemental Responses to Initial Disclosures Providing Expert Disclosures Pursuant to Federal Rule of Civil Procedure 26 (a)(2)(B)** via hand delivery properly addressed as follows:

John J. Dalton  
James Lamberth  
Evan Pontz  
Troutman Sanders LLP  
Suite 5200, Bank of America Plaza  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308-22165

This 12<sup>th</sup> day of November, 2002.

  
\_\_\_\_\_  
Michelle M. Rothenberg-Williams



## EXHIBIT / ATTACHMENT

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In March of 2001 is the time when Booker T won back the title back from Steiner. This was the last TV under Russo and Taylor's control and believe this was the time that Moses and Johnny is talking about. Russo and Taylor wanted to put the belt back on Booker in order to make it appear that they were not being discriminating against the minority talent in WCW.

Name	Date	Location	Notes
Ric Flair	January 11, 1991	East Rutherford, New Jersey	1
Lex Luger	July 14, 1991	Baltimore, Maryland	2
Sting	February 29, 1992	Milwaukee, Wisconsin	
Big Van Vader	July 12, 1992	Albany, Georgia	
Ron Simmons	August 2, 1992	Baltimore, Maryland	
Big Van Vader (2)	December 20, 1992	Baltimore, Maryland	
Sting (2)	March 11, 1993	London, England	
Big Van Vader (3)	March 17, 1993	Dublin, Ireland	
Ric Flair (2)	December 27, 1993	Charlotte, North Carolina	3
Ric Flair (3)	April 24, 1994	Atlanta, Georgia	4
Hulk Hogan	July 17, 1994	Orlando, Florida	
The Giant	October 29, 1995	Detroit, Michigan	5
Randy Savage	November 26, 1995	Norfolk, Virginia	6
Ric Flair (4)	December 27, 1995	Nashville, Tennessee	
Randy Savage (2)	January 22, 1996	Las Vegas, Nevada	
Ric Flair (5)	February 11, 1996	Saint Petersburg, Florida	
The Giant (2)	April 22, 1996	Albany, Georgia	
Hulk Hogan (2)	August 10, 1996	Sturgis, South Dakota	
Lex Luger (2)	August 4, 1997	Auburn Hills, Michigan	
Hulk Hogan (3)	August 9, 1997	Sturgis, South Dakota	
Sting (3)	December 28, 1997	Washington, D.C.	7
Sling (4)	February 22, 1998	San Francisco, California	8
Randy Savage (3)	April 19, 1998	Denver, Colorado	
Hulk Hogan (4)	April 20, 1998	Colorado Springs, Colorado	

	Bill Goldberg	July 6, 1998	Atlanta, Georgia
	Kevin Nash	December 27, 1998	Washington, D.C.
	Hulk Hogan (5)	January 4, 1999	Atlanta, Georgia
	Ric Flair (6)	March 14, 1999	Louisville, Kentucky
9	Diamond Dallas Page	April 11, 1999	Tacoma, Washington
	Sting (5)	April 26, 1999	Fargo, North Dakota
10	Diamond Dallas Page (2)	April 26, 1999	Fargo, North Dakota
	Kevin Nash (2)	May 9, 1999	Saint Louis, Missouri
11	Randy Savage (4)	July 11, 1999	Fort Lauderdale, Florida
	Hulk Hogan (6)	July 12, 1999	Jacksonville, Florida
	Sling (7)	September 12, 1999	Winston-Salem, North Carolina
12	Bret Hart	November 21, 1999	Toronto, Ontario, Canada
13	Bret Hart (2)	December 20, 1999	Baltimore, Maryland
14	Chris Benoit	January 16, 2000	Cincinnati, Ohio
15	Sid Vicious	January 24, 2000	Los Angeles, California
16	Kevin Nash (3)	January 25, 2000	Las Vegas, Nevada
17	Sid Vicious (2)	January 25, 2000	Las Vegas, Nevada
18	Jeff Jarrett	April 16, 2000	Chicago, Illinois
	Diamond Dallas Page (3)	April 24, 2000	Rochester, New York
19	David Arquette	April 25, 2000	Syracuse, New York
20	Jeff Jarrett (2)	May 7, 2000	Kansas City, Missouri
	Ric Flair (7)	May 15, 2000	Biloxi, Mississippi
21	Jeff Jarrett (3)	May 22, 2000	Grand Rapids, Michigan
22	Kevin Nash (4)	May 23, 2000	Saginaw, Michigan
23	Ric Flair (8)	May 29, 2000	Salt Lake City, Utah
	Jeff Jarrett (4)	May 29, 2000	Salt Lake City, Utah
24	Booker T.	July 9, 2000	Daytona Beach, Florida
	Kevin Nash (5)	August 28, 2000	Las Cruces, New Mexico
	Booker T. (2)	September 17, 2000	Buffalo, New York
25	Vince Russo	September 25, 2000	Uniondale, New York
26	Booker T. (3)	October 2, 2000	San Francisco, California

12. Bret Hart defeated Chris Benoit in a 32-man tournament final to win the title.

13. Bret Hart vacated the title on "NITRO" in the show and defeated Bill Goldberg for the title in the main event.

14. Title was vacated on January 15, 2000 due to Bret Hart's injury. Chris Benoit defeated Sid Vicious for the title. Title was then vacated on January 17, 2000 due to a dispute with WCW.

15. Sid Vicious defeated Kevin Nash for the title. Was stripped of the title a day later by "commissioner" Nash.

16. Kevin Nash awards himself the title after stripping it from Sid Vicious.

17. Sid Vicious defeated Kevin Nash and Ron Harris to win the title.

18. Vince Russo vacated the title on April 10, 2000 in Denver, Colorado. Jeff Jarrett defeated Diamond Dallas Page in a tournament final.

19. David Arquette pins Eric Bischoff in a tag team match to win the title in a stipulation tag team match between Diamond Dallas Page and David Arquette vs. Jeff Jarrett and Eric Bischoff. Vacated the title on May 1, 2000.

20. Jeff Jarrett defeated David Arquette and Diamond Dallas Page in a triple cage match to win the title.

21. Ric Flair was stripped of the title, the title was then awarded by Vince Russo.

22. Kevin Nash defeated Jeff Jarrett and Scott Steiner in a three way to win the title.

23. Kevin Nash hands the title over to Ric Flair.

24. Hulk Hogan pinned Jeff Jarrett to win the World Heavyweight Title. But, Vince Russo comes back out and explains to the crowd that he has been dealing with Hogan's politics all day and gives Hogan "his" WCW World title belt as the Hulk Hogan Memorial Belt because it doesn't mean squat anymore; Russo claims Jarrett is still the WCW Champion but with a new belt and will defend his title against Booker T, a man who has been "held back by Hogan for 14 years". Booker then pinned Jarrett to win the title.

25. This was a steel cage match. Title vacated by Russo on October 2, 2000.

26. Booker T. defeated Jeff Jarrett in a "San Francisco 49er box" match.

27. This is the first time the WCW World Heavyweight Title changed hands on WWF television.

28. Chris Jericho unifies the WCW World Heavyweight Title with the WWF World Heavyweight Title on December 9, 2001 when he defeated Steve Austin.

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## EXHIBIT / ATTACHMENT

V

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# WCW Diversity Training

6/12/99

Baltimore, MD

7:00 PM

1. ~~Brian Adams~~
2. Steve R.R.
3. Brian Knobs
4. Hulk Hogan
5. Kevin Nash
6. Scott Hall is at the Bar!
7. ~~Scott Hall~~
8. ~~Scott Hall~~
9. ~~Scott Hall~~
10. ~~Scott Hall~~
11. Hank Mahan
12. Harley King
13. Mark X
14. David Duke
15. Al Simpson
16. Eric Johnson Jackson
17. Scott Lamborgh
18. Jimmy The Greek
19. Howard Cosell
20. ~~Scott Hall~~

PLAINTIFF'S  
EXHIBIT

18

3/19

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# WCW Diversity Training

6/12/99

Baltimore, MD

7:00 PM

1. Mickie Jay
2. Jerry Flynn
3. Michael Boileau
4. Curt Hennig
5. Mike Enos
6. Mike McVey
7. Rick
8. Ross Forman
9. Randy Thorndun
10. K. B. G.
11. Steve Borden
12. Rick Steiner
13. Scott Steiner
14. Gene Ligon
15. Howard Finkel
16. Jimmy F.
17. [Signature]
18. STEPHANIE "G. G." G.
19. Nora Greenwald
- 20.

# WCW Diversity Training

6/12/99

Baltimore, MD

7:00 PM

1. Kenneth J. Stasnowski ?
2. [unclear] Wolf
3. Elizabeth Hylett ?
4. Eric [unclear] ?
5. [unclear] [unclear]
6. [unclear] ?
7. Dusty [unclear]
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.



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Toys

Rankings

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WWF

ECW

Indies

Int'l

## Exclusive interview with WWF's head writer Vince Russo

September 30, 1999

By Ben Miller  
WrestleLine/WrestleManiacs

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#2

**BEN:** The people you closed the door on, I don't want to ask for names, have they ended up showing up on ECW or WCW, or do they end up staying on the fringe of the business for the same reason you didn't want them?

**RUSSO:** No, they wind up showing in ECW and WCW. I think that's why you have such chaos, especially in WCW's locker room. When there is a free agent out there, one of the first things we look at is that there is such peace and harmony and a family feeling in our locker room, if we bring this guy in, how is it going to affect that? If it's going to affect that in a negative way, we don't bring them in. These guys definitely get picked up in ECW and WCW. Like I said, I think that's part of the reason why you have so many problems in WCW.

**BEN:** Two guys that have been critical of you at various times are **Dave Meltzer** who obviously writes the *Wrestling Observer* and **Bruce**

**Mitchell.** Do you have any opinion on those guys?

**RUSSO:** Well yeah, it just really bothers me. First of all, you've got to understand something, I never in my life claimed to be a great journalist, because the way I write ... I don't try to write to impress people. I don't try to write in a style like look at me, I'm smarter than you. I try to write in a style that people ... the common guy - the wrestling fan will understand. That's how I try to write, and that's the most important thing to me - that I write in a way that our fan is going to understand. I am not above anybody, and another thing too, every one of my columns, even if it is pro-WWF, I write what I truly believe in my heart. Nobody tells me to write my column, if I write it positive, or negative, whatever the case may be, **Vince McMahon** lets it go, then I write about what I truly, truly feel. And I try to write the truth.

The thing that just bothers me, primarily about Dave Meltzer, I just feel he thinks he's better than everybody else. I think he tries to talk down on people like he knows everything, and the reality of the situation is that Dave Meltzer doesn't know shit. Because all Dave Meltzer's information is second hand information, and whoever is giving him that information is putting their little spin



Though there are some things Russo can't talk about, like the Owen Hart lawsuit, he believes in telling readers as much as possible. (WOW)

on it, and whereas you know - me - I'm there! I know what's going on. I'm behind the scenes. I talk to these guys on a daily basis. I know what's true. I know what's bullshit, and I tell the reader as much as I possible can.

Of course there are some things I can't talk about. I even mentioned to you like the Owen situation - anything involving a lawsuit, I can't talk about, you know. But it just really bothers me when you have a guy who feels that he's above it all, when the reality is he's getting the information second hand, and some of it right, and some of it is absolutely bullshit, and he doesn't have a clue as to what's right and what's bullshit. And that's what bothers me. They can be as critical as they want to be, but I would much rather have a job and be in a position where I know what I'm talking about rather than have to rely on gossip.

**BEN:** I see where you're coming from. Obviously those guys have to know someone in the company. If you ever found out that someone was a mole for one of these newsletters or something like that, would you get mad at them?

**RUSSO:** I don't necessarily know if they do know someone in the company, and the only reason I say that is because on so many occasions, the information is wrong. It's just flat wrong. I remember one time Dave Meltzer had something in there about me, a couple of years ago, it was rumored that one of the WCW wrestlers died in a car crash ... that black guy ... that Pit guy ---

**BEN:** Oh yeah. **Craig "Pitbull" Pittman.**

**RUSSO:** Yeah, the next thing I know I'm reading in Meltzer's newsletter that Russo was on the phone spreading this rumor. Just stuff like that. I can't fathom that they know somebody on the inside with credibility, because as I said, yeah half of their stuff is right on the money, and the other half is totally bullshit.

**BEN:** I see where you're coming from, but wrestling is a business obviously, where in the past, more than in the present, it's tough to get the truth. In my defense, because I'm someone who reads those newsletters, you don't know where the truth is coming from. It's hard to tell sometimes.

**RUSSO:** I don't necessarily agree with you on that, because why is it tough to get the truth? If Dave Meltzer ever called me, or a **Wade Keller** ever called me, or if any of those guys ever called me, I'm going to tell them the truth, and I'm going to tell them what I know. I have nothing to hide. If they ask me a question, I'm going to tell them the answer to the question. But the difference is, if they ask you a question, and you honestly don't know the answer to it, then you're a liar. Like you asked me about the IPO. I honestly don't know anything about that, and quite frankly, I really don't care. My plate is so full with writing television, I don't know about that. But to a Meltzer or a Keller, if they ask me that same question, and I answer it the same way, well I'm lying, and they're not getting the truth from me.

**BEN:** I understand, but to the average fan, it's not like you can get the entire truth like on the some of the uglier side of the business, like with deaths and stuff like that. It's not like you can

go to WWF.com and create a detailed itinerary of what was at **Brian Pillman's** bedside. So sometimes you have to go to outside sources to find the truth.

**RUSSO:** Right.

**BEN:** This is something I've always wanted to see in American professional wrestling, have you guys, the TV writing team, ever thought of having the title like All Japan Pro Wrestling where there's no gimmick matches, no run-ins, no count outs, it's just two guys in a wrestling match. And not every match to be like that, because I know how it can get boring and monotonous, but just one title ---

**RUSSO:** I'm going to tell you something right now that you will absolutely not agree with, but I've been a wrestling fan my whole life and I will live and die by this - it is hard enough, believe me I write this shit, it is hard enough to get somebody over. You will never ever, ever, ever, ever see the Japanese wrestler or the Mexican wrestler over in American mainstream wrestling. And the simple reason for that is, even myself, I'm an American, and I don't want to sound like a big bigot or a racist or anything like that, but I'm an American ... if I'm watching wrestling here in America, I don't give a shit about a Japanese guy. I don't give a shit about a Mexican guy. I'm from America, and that's what I want to see. Now there are the smart fans that love that type of shit, like you.

**BEN:** Yeah, I really like All Japan.

**RUSSO:** Which is cool, but the reality of it is, that's a small minority of our audience.

**BEN:** But I'm not talking so much about the fact

that you would have to use the guys from Japan, I'm just saying, two guys who I think are good wrestlers, maybe **D'Lo Brown** and **Jeff Jarrett**, who maybe don't have the interview skills or the charisma of a **Rock** or **Steve Austin**, but if you put them out there in longer matches where they could show their in ring talent ---

**RUSSO:** What do you call a longer match?

**BEN:** I don't know, maybe 12 minutes?

**RUSSO:** There is no way on television ---

**BEN:** Not on television. I mean more PPV, and on television it would 6-8 minutes. I don't think matches on television outside of the main event should go more than 8 minutes.

**RUSSO:** But the thing you don't understand is, and I can tell you first hand, the way television is, and how short the matches are on TV - what we've done now basically is we've basically trained the audience. It's crash TV. It's in and out. What's the finish? Let's get to the next thing.

**BEN:** Absolutely.

**RUSSO:** That's the way we've trained the fan, and I've got to tell you, I don't know how many PPVs you go to, but a couple of years ago when I wasn't writing the PPVs, and we just really started this trend with the way the business is now, we would have 15, 20, 25 minute matches, because it was the PPV, 5 minutes in, people were sitting on their hands.

**BEN:** That's true -

**RUSSO:** The house was silent. The reason being, we've trained these people a certain way, and now that's why I'm writing the PPVs, because basically, the PPVs need to be written the same way as television, because that's what the fans expect.

**BEN:** That is true, but you have to recognize that WCW does a lot of short matches too, but when you go on their PPV and see a really good "wrestling match" where the workrate is high, with like ... I can remember **Raven** and **Saturn** v. **Malenko** and **Benoit** on PPV, and it went like 12 or 13 minutes and the crowd was hot the entire time. You don't think that type of thing would work in the WWF?

**RUSSO:** I think that's a rarity. I watch everything that I can. I've never watched Mexican or Japan, because I don't give a shit. I live here, that's all I care about. But one thing I got to tell you, I was watching ECW last week, **Van Dam** and who--?

**BEN:** I won't even go into that.

**RUSSO:** No, but who's the other guy?

**BEN:** Jerry Lynn.

**RUSSO:** Ok Jerry Lynn. Now I got to tell you something, seriously, I was sitting here really enjoying the hell out of the match, but it got to the point even with me where it was like, OK end this. The thing is, you've got to understand, in this day and age, there are so many things for people to do that their attention span is so



Stone Cold  
Jersey!

- WWF Attitude Tee
- NWO Bucket Cap
- Sable Attitude Bear
- Hogan Flag
- Goldberg T-Shirt

short. Why do you think when there is a commercial people change the channel? You know what I'm saying?

**BEN:** I agree, but are you saying that something that I thought was just as incredible, I don't know if you saw the last ECW PPV, but **Mike Awesome** versus **Masato Tanaka** and they went out there for a good 13-15 minutes and they had what people would call a \*\*\*\* or a \*\*\*\* ½ match, is that going to be obsolete in the WWF? In that match where they basically stayed around the ringside area, and there's a clean finish - even though I know they used table and chairs - but there is no in the crowd brawling, is kind of thing going to become obsolete in the WWF you think?

**RUSO:** I don't want to say obsolete, but I don't see it going back in that direction. The only reason I tell you that, I'm at every show, I'm there, you put Rock and Mick in that ring with microphones, the people will sit there for a half an hour and be entertained. You put a wrestling in that ring for over ten minutes, they want to know, let's get to the finish, and let's go on to the next thing. And you gotta understand from a writing point of view, I am not dictating to these fans. I am basically in the arena every Monday and Tuesday night, I am in the arena, I am listening to the fans. All that I am trying to do from a television-writing standpoint is give the masses what they want. Now, I'm not saying give the smart wrestling fan what they want, I'm saying give the masses, and that's my job.

**BEN:** I see that, and I don't want to beleaguer it, but some would argue that it's true, that WWF fans mainly sit on their hands for matches that go more than 10 minutes, but some would



argue that it's because the quality of the in-ring wrestling isn't as good. Don't you think that if you put two good wrestlers in the ring, and I know we had talked about the Van Dam - Lynn thing, but I don't consider Van Dam to be that great of a wrestler, I look more to the Masato Tanaka - Mike Awesome example. Don't you think if you put two good wrestlers in there, who had a match which could stir the fans emotions, that that would ... look at what happened with **Sting** and Benoit? I know they still got killed by Raw when Raw opened, but they kept a much larger percentage than they had been by starting off their show with interviews. Do you think there's any validity to that?

**RUSSO:** No. I think they kept a much bigger number than they did, because that was really a well-booked match where you couldn't call the outcome. Benoit isn't going to beat Sting in the middle of the ring, and Sting isn't going to beat Benoit, so what are they gonna do? That was the appeal to the match.

**BEN:** OK.

**RUSSO:** Don't get me wrong, I love to see a good wrestling match, but my job is ... I get paid to give the people what they want, and whether I agree or disagree with them is not my job. I'm not writing television to please Vince Russo. I'm writing television to please the masses, and like I say, when I go out in a crowd, and I see the response from a Mick - Rock promo, and response to a wrestling match, I know what they want to see. And again, it's not Vince Russo writing TV for Vince Russo, I'm just trying to give the people what they want.

**E-mail Ben Miller | Miller Time archive**

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## EXHIBIT / ATTACHMENT



(To be scanned in place of tab)

*Revised March 28, 2000*



#### **IV. Employee Job Profiles**



**CONFIDENTIAL**

*Revised March 28, 2000*

**VICE PRESIDENT**

Title: Executive Vice President  
Department: General Administration  
Extension: 3-1087

Name: **Cobb, Rita**  
Title: Executive Assistant  
Department: General Administration  
Extension: 3-5200

I assist the Executive Vice President of WCW. I manage his calendar, coordinate meetings, and arrange travel and all other general administrative duties. People can come to me if they need help locating or getting a message to the Executive Vice President.

Name: **Chandler, Galen**  
Title: Manager Live Programming  
Department: General Administration  
Extension: 3-1076

CONFIDENTIAL

*Revised March 28, 2000*

## **STRATEGIC PLANNING**

**Name: Edwards, Don**

**Title:** Director of Strategic Planning

**Department:** Strategic Planning

**Extension:** 3-3631

I am responsible for business planning and analysis group including preparing annual revenue budgets, monthly forecasts, and strategic long-range plans for various WCW networks. I participate in the development of the strategic direction of the division- identifying and analyzing issues of strategic significance. I analyze the impact of market trends on current and projected network distribution and profitability. I provide financial and analytical consultation support to the WCW sales and marketing teams as well as executive management. I prepare financial analyses of contractual terms and sales proposals to be used in deal negotiations. I develop and maintain client specific models to be used in long-range forecasting. I also perform general ad-hoc business/financial projects including analyzing new business concepts and developing pro formas as needed.

**Name: Reid, Octavia**

**Title:** Administration Assistant of Strategic Planning

**Department:** Strategic Planning

**Extension:** 3-1016

I assist the Director (Don Edwards) and other department managers of the WCW Strategic Planning Group. I manage schedules, calendars, and answer incoming calls. I am the contact for all departmental supplies and maintenance, and I perform all other administrative duties as requested.

**Name: Holman, Eric**

**Title:** Manager of Strategic Planning

**Department:** Administration- Strategic Planning

**Extension:** 3-3624

I am responsible for the financial analysis for TV production areas of WCW. I also deal with financial and/or business strategy projects related to new business opportunities or current operational issues. People can come to me for help with WCW business strategy and financial issues. I am not responsible for accounting issues for WCW.

**Name: McDade, Felicia**

**Title:** Senior Financial Manager

**Department:** Strategic Planning

**Extension:** 3-1073

I am responsible for strategic planning which incorporates the budget for WCW and budget distribution for each department. People can come to me for help with finance and planning.

**Name: Wormsby, Greg**

**Title:** Financial Analyst

**Department:** Strategic Planning

**Extension:** 3-5223

I am responsible for assisting the merchandise and magazine departments with monthly reporting of financial activity, forecasting the impact of projects on the department bottom line, audit of procedures and policy for compliance. I do Audit project work for Bill Busch and Don Edwards as needed. I am a liaison between accounting and assigned departments. People can come to me for help with inventory related information (stock levels, sales, comps, per caps, etc.), magazine invoice information and financial monthly reports. It is often mistaken that I am responsible for purchase orders, comp/merchandise requests and invoice coding.

*Revised March 28, 2000*

## **FACILITY**

**Name: Feagle, Karen**

**Title: Office Manager**

**Department: General Administration**

**Extension: 3-1012**

I am responsible for the WCW Log Cabin facility; which includes construction, outside grounds and any internal office needs. I can help with office space, construction questions, new hire/office moves, mailroom issues, heat/air questions or concerns, office parties and phone issues. I am not responsible for Human Resource issues such as benefits.

**Name: Williams, Allison**

**Title: Office Coordinator**

**Department: General Administrator**

**Extension: 3-1033**

I am responsible for new hire and office move coordination, request for services, stationary orders, new construction, mailroom issues, furniture needs, party planning, miscellaneous office projects and backup for Karen Feagle. People can come to me if they need help with services or repairs (ex: artwork, lights, heat/air problems, plumbing), stationary orders (business cards, letterhead, or notepads), plant issues, office depot questions, etc. My duties are often confused with those of Juliet Cuthbert-Borders, such as toner orders and vending machine refunds.

**Name: Cuthbert-Borders, Juliet**

**Title: Office Assistant**

**Department: General Administration**

**Extension: 3-1072**

I am responsible for pagers, cell phones, housekeeping, ID badges, keys, security card readers, telephone/detail master lists, break-room, copiers, fax machines, parking lot and landscaping, Airborne/Fed Ex supplies, and land-line phone extensions and problems. My duties are often confused with those of Allison Williams, such as heating and air.

**Name: Richardson, Kinnette**

**Title: Receptionist**

**Department: General Administration**

**Extension: 3-1075**

I answer incoming calls via the WCW switchboard and I greet and assist WCW guests and visitors. I also provide assistance to employees with MLQ/CS packages, conference room bookings, timesheets, and CNN parking access. People can come to me if they need help with locating a person, a package or a room, etc.

**CONFIDENTIAL**

*Revised March 28, 2000*

## **LEGAL**

**Name: Myers, Diane**

**Title: Director of Legal and Business Affairs**

**Department: Legal**

**Extension: 3-1010**

My job responsibilities include drafting and reviewing all contracts, the negotiation of legal issues in contracts, and the management of talent contracts and related issues. I oversee the Worker's Compensation Department, manage Intellectual Property and answer general legal questions. People can come to for help with general legal issues and contract drafting on review. It is often mistaken that I am responsible for negotiating business deals.

**Name: Wilkinson, Scott**

**Title: Senior Counsel**

**Department: Legal**

**Extension: 3-3160**

I provide legal counsel on all issues for all departments within WCW. People can come to me for help with talent contracts/releases, sponsorship contracts, independent contractor agreements and appearance contracts. I can assist with clip license agreements, employment issues, litigation, music rights, ad copy reviews, licensing/merchandise legal issues, CAA/business development (movies) and parody/copyright/trademark issues for on-air production.

**Name: Garwood, Andrea**

**Title: Paralegal**

**Department: Legal**

**Extension: 3-2559**

I draft customized form agreements- such as clip license agreements, music license agreements, trademark license agreements and merchandise license agreements. I handle all trademark and piracy issues. I register domain names for WCW and manage the litigation files. People can come to me for help with clip license agreements, registration of domain names, trademark and piracy issues, or if Scott and Diana are unavailable. It is often mistaken that I am responsible for talent contracts or talent related issues (Georgia Davidson).

**Name: Davidson, Georgia**

**Title: Talent Business Manager**

**Department: Legal**

**Extension: 3-3626**

I am responsible for contracts for wrestlers, contract files, immigration issues for talent and drug testing. I can help with talent issues. It is often mistaken that I work with TV Syndication (Susan Bowling).

**Name: Henderson, Debbie**

**Title: Risk Management Coordinator**

**Department: Legal**

**Extension: 3-3118**

I handle all of the Workers' Compensation Claims for WCW. I take care of the medical information, doctor's appointments, and insurance related information for work related injuries. I can help with any work-related injury or questions regarding them. I am not responsible for travel or personal medical needs.

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*Revised March 28, 2000*

## **ARENA BOOKING**

**Name: Juster, Gary**

**Title:** VP Wrestling Operations

**Department:** Arena Booking

**Extension:** 3-5217

I am responsible for booking, scheduling, and routing (overall planning) of the WCW Event Schedule. I work with Awesome Promotions regarding the promotion of WCW live events. I work with arena managers and their professional association (IAAM) re: WCW's position in the industry. People can come to for help with any matter concerning arenas- this could include move-in issues, contract terms, union issues, ticketing matters and routing concerns. It is often mistaken that I am responsible for certain production issues, wrestler appearances, ring crew and catering.

**Name: Ellis, Keila**

**Title:** Arena Assistant

**Department:** Arena Booking

**Extension:** 3-5215

I am responsible for comp ticket requests and television promotions. I am the assistant to Gary Juster, Vice President of Wrestling Operations. I am also an Awesome Promotions contact person. People can come to me if they need help with tickets or anything concerning the Arena department.

**Name: Burnham, Chip**

**Title:** Director of Arena Operations

**Department:** Arena Booking

**Extension:** 3-5225

I am responsible for the booking of WCW events at all U.S and Canada arenas. I oversee WCW compliance with state athletic commissions. I am also responsible for event coordination of WCW arena shows. People can come to me for any questions regarding arena events.

**Name: Barry, Laci**

**Title:** Events Booking Assistant

**Department:** Arena Booking

**Extension:** 3-5218

I am responsible for processing contracts. I am the main contact for arenas. I work with athletic commissions and I coordinate IAAM conferences. I can help with athletic commissions and arena information. I am not responsible for tickets.

Revised March 28, 2000

**MERCHANDISE**

**Name: Komminsk, Kelley**  
**Title: Director of Merchandising**  
**Department: Merchandise**  
**Extension: 3-5221**

I develop all products that are sold in arenas, via catalog, direct response and over the internet. My department handles premiums, comps and corporate logo requests for other internal departments. We also work on promotional products for sponsored programs including lotteries, Slim-Jim, and licensed tie-ins. It is often mistaken that I am responsible for licensing (products sold in retail stores) which is handled by Casey Collins, charity donations which are handled by Brett McLain, and fulfillment which is handled by Leslie Cameron.

**Name: Johns, Cindy**  
**Title: Administrative Assistant**  
**Department: Merchandise**  
**Extension: 3-5220**

I assist Kelly Komminsk in answering phones, fax, fed-ex, file, vending relations, coding, copying, filing invoices, follow up on late payments of invoices, receiving reports summary, etc. I order merchandise for catalog, arena, internet- analyze reports/order accordingly. I set up new products in mass, Excel Quick-books- maintain master product list. I maintain photo library of current images of wrestlers for artwork. I maintain disk library of catalog images/internet images, process comp forms, catalog photoshoots, and line ups- type for inserts into programs for arena sales and order supplies via internet. People can come to me for any of the above mentioned. If I do not handle it, I will direct them to the proper individual. I do not handle personal purchases of WCW merchandise i.e. people who want to purchase a T-shirt for themselves or relatives.

**Name: Jennings, Monica**  
**Title: Merchandise Coordinator**  
**Department: Merchandise**  
**Extension: 3-5222**

I am responsible for any special merchandise promotions for all departments. (Ex: Premiums for PPV such as T-shirts, stuffed animals, mugs, screen savers etc). I handle all changes, updates, etc. on our wwgear.com site. I order corporate merchandise for all departments within WCW. I proof all catalogs for mail-outs/submit corrections to proper people. I do a special sales flyer & a four-page merchandise spread in the WCW magazine. I give the weekly update of merchandise commercials we would like to air. I also provide the number of times the commercial will air and which product we would like to advertise.

**Title: Warehouse Supervisor**  
**Department: Merchandising**  
**Extension: 3-1026**

I maintain inventory control over catalog and arena merchandise. I supervise the staff responsible for filling and shipping catalog orders. I fill and pull requests for goods to be shipped to arena events and I make sure the warehouse procedures are adhered to. I can help with moving items/merchandise to their departments, CSR item inquiries (catalog descriptions, measurements, etc.), getting goods shipped to their locations, and office comp orders.

**Name: Smith, Pie**  
**Title: Inventory Control**  
**Department: Merchandise**  
**Extension: 3-5239**

I receive all merchandise into department count for accuracy for merchandise to be stored in warehouse. I ship merchandise to arenas, and count and receive merchandise from arenas. People can come to me for help with anything concerning merchandise, supplies, fed-ex, packaging, security and morale of the warehouse staff. It is often mistaken that I am responsible for Call Center merchandise.

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*Revised March 28, 2000*

Names: **Avery-Neal, Catherine** (3-5239)  
**Clifton, Robert** (3-1070)  
**Nichols, William** (3-5239)  
**Jensen, Ralph** (3-1070)

Title: Warehouse Clerk

Department: Merchandise

Warehouse Clerks are responsible for fulfilling catalog merchandise orders: shipping, receiving, and pulling. They can process office comp orders and merchandise returns. They can also Fed Ex domestic, international, and Priority mail orders; and they order the supplies for Catalog use (boxes and Paks for Fed Ex and Priority mail). People can come to Warehouse Clerks if they need help with anything regarding Catalog merchandising and orders.

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*Revised March 28, 2000*

## **CALL CENTER**

**Name: Cameron, Leslie**

**Title:** Senior Catalog Operations Fulfillment Manager

**Department:** Merchandise and Catalog

**Extension:** 3-5219

I oversee the catalog operation; which includes Call Center, Warehouse for arena and catalog, and MACS software maintenance. I am responsible for all catalog and arena merchandise in and out of the warehouse. People can come to me for help with MACS software, catalog promotions or questions, merchandise shipments, lottery fulfillment, catalog system data extracts, and catalog reports.

**Name: Collins, Pamela**

**Title:** Call Center Coordinator

**Department:** Merchandising

**Extension:** 3-1026

I supervise four to six customer service representatives. This includes motivating, developing their skills and encouraging them to achieve their highest potential through effective communication, assigning job responsibilities, controlling employee conflict and treating employees fairly and consistently. Additional responsibilities include ensuring production jobs are run in a timely manner for our catalog business, responding to customer calls, running and analyzing the call center phone and production reports, offering suggestions on improving productivity, quality and morale for the call center operation- plus any additional assigned duties as needed. People can come to for help with placing personal merchandise orders, or if a fed-ex catalog order is returned undeliverable- any misdirected customer service orders or complaints.

**Names: Bonhomme, Kadija (3-1026)**

**McAdoo, Frank (3-1026)**

**Hester, Frankesha (3-1093)**

**Titles:** Call Center Rep

**Department:** Call Center

The call center reps are responsible for calls pertaining to WCW merchandise orders. They deal with customer service questions concerning previously made orders.

**CONFIDENTIAL**

*Revised March 28, 2000*

## **INTERNATIONAL DEVELOPMENT**

**Name: Sidello, Sharon**

Title: VP International Development

Department: International Development

Extension: 3-4054

I direct the strategic presence of WCW internationally via distribution television shows, setting up live tours, coordinating PR, marketing and promotions, and interfacing with worldwide licensees. People can come to me for help with any matters relating to WCW business outside of the US.

**Name: Johnson, Taisheka**

Title: Administrative Assistant

Department: International Development

Extension: 3-2577

I am responsible for all our international affiliate requests, such as marketing materials and Dubs, are filled and shipped out. I also have typical responsibilities such as filing, faxing, and typing letters and e-mails. My job is to be a productive support for the Vice President and Coordinator of the department. People can come to me if they would like to know the international companies we distribute the shows to. I also have the knowledge of our international tours, such as talent list and itineraries. I am not responsible for tickets for international shows.

**Name: Sherman, Emily**

Title: International Coordinator

Department: International Development

Extension: 3-1014

I am responsible for all international affairs: productions of international shows, international production orders, international public relations and coordinating tours, etc. People can come to me for help with any international issues, but calls should not be forwarded to me just because the person has an accent.

**Name: Pearl, Lisa**

Title: Photo Editor

Department: Photo (Transition)

Extension: 3-3172

I am responsible for determining and re-vamping the "look" of WCW photography. I assign and direct photographers. I work closely with all departments to strategically plan and execute photographic campaigns to support WCW. I create promotional awareness of WCW through conceptual imagery. I manage the editing, cataloging and researching of photography for all internal departments and outside requests. I provide creative directions, production and consulting services regarding photography. It is often mistaken that I am responsible for logos or autograph sheets.

**Name: Franklin, Rene**

Title: Administrative Assistant

Department: Photo (Transition)

Extension: 3-1049

I am a liaison with PR, Merchandising, Licensing, Internet, Magazine, Production and all other divisions within WCW (such as photographers, clients, and external vendors). I make travel arrangements. I receive and return portfolios. I process and distribute expense reports, contracts and other documents. I coordinate FedEx and departmental shipping. I can assist people with the administrative needs regarding photography. It is often mistaken that I am responsible for locating film within the library.

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## SYNDICATION AND AD SALES

*Revised March 28, 2000*

**Name: Garner, Rob**

**Title: VP Ad Sales/Syndication**

**Department: Advertising Sales and Syndication**

**Extension: 3-3629**

I report to Bill Busch. I am responsible for all ad sales in WCW television network stations and for the selling of WCW Worldwide Wrestling program to over the air broadcast stations in all markets. I interface with Turner Broadcasting Sales in New York for ad sales and Telepictures for the selling of the Worldwide program. I break new advertisers and promotional programs into WCW's vast brand extension programs. People can come to for help with promotional advertising related questions or leads pertaining to WCW, questions regarding WCW television stations or advertisers, and WCW advertising target strategy. It is often mistaken that I am responsible for the buying of ad schedules to promote WCW arena events.

**Name: Bowling, Susan**

**Title: Syndication Coordinator**

**Department: Domestic Syndication**

**Extension: 3-3630**

I support the VP of Syndication and Advertising Sales for WCW (Rob Garner) and aid in the execution of duties associated with that position. I maintain and update the syndication database and process the daily Nielsen reports. I function as "customer service support" to our TBS and Telepictures sales office in New York, Chicago, Los Angeles and Detroit and supply them with merchandise, show videotapes and event tickets. People can come to for help with obtaining information regarding clearance reports, ad buys and sweeps amounts, station start and end dates, etc. It is often mistaken that I am responsible for handling PPV customer service issued and billing.

**Name: Wofford, Darrell**

**Title: Traffic Coordinator**

**Department: Syndication and Ad Sales**

**Extension: 3-3636**

I am responsible for the acquisition and organization of commercial spots, and commercial related materials that are to be included in all WCW programming. This includes, but is not limited to the creative elements for billboards, Vignettes, special sponsorships, promotional considerations and standard commercial spots. I prepare and issue reports listing all items of a commercial or promotional nature to be included in each week's WCW programming. I also prepare and issue the formats for the syndicated program. In addition, I maintain a database of current local stations that carry the WCW program and issue reports for the Shipping Department detailing those destinations and the items to be shipped, plus the paperwork necessary to complete the shipping process. This also includes an accurate accounting of our international clients and the programming they have contracted for. Additionally, I am responsible for overseeing the completion of the PAL Conversion of International programming and directing those dubs to the proper clients. People can come to for help with any of the above, particularly formats for WCW. It is often mistaken that I am responsible for parking.

*Revised March 28, 2000*

## RESEARCH

Name: **Williams, Matt**

Title: Senior Research Manager

Department: Research

Extension: 3-1015

I am responsible for consumer marketing research. People can come to for help with questions regarding WCW's consumer markets.

Name: **Young, Meredith**

Title: Research Analyst

Department: Research

Extension: 3-1029

I am responsible for research concerning WCW ratings.

*Revised March 28, 2000*

## **PPV/MARKETING**

Name: **Shelley, Kathleen**  
Title: Senior Business Manager  
Department: Pay Per View  
Extension: 3-1042

I manage the account coordinator staff in garnering increased marketing participation from our cable affiliates. I am the main liaison for promotion with our distributors and between the TVKO affiliate relations staff and the WCW staff. I also participate in cable industry conventions, meetings, and functions. People can come to me for help with PPV department questions or cable affiliate information.

Name: **Menlen-Wilson, Markie**  
Title: Pay Per View Account Coordinator  
Department: Pay Per View  
Extension: 3-1013

I build and maintain relationships with cable affiliates. I also facilitate marketing and promotional projects for the Pay Per Views each month. I can help with Pay Per View issues. I am not responsible for merchandise.

Name: **Samson, Mike**  
Title: Account Coordinator  
Department: PPV/Marketing  
Extension: 3-1068

I am responsible for soliciting as much PPV marketing/promotional participation as possible in local markets and I coordinate different aspects of affiliate's marketing/promotional tactics. People can come to me for help with issues concerning the marketing and promotion of our PPV's in local markets (particularly in the West) or with general PPV questions.

Name: **Thurmond, Jenna**  
Title: Marketing Coordinator  
Department: Pay Per View  
Extension: 3-1043

I coordinate print and media advertising for Pay Per View. People can come to me for help with PPV logos and deadlines regarding PPV marketing.

Name: **Koelbel, Kathryn**  
Title: Manager Data Base/Marketing  
Department: PPV/Marketing  
Extension: 3-1046

Name: **Dumbauld, Susan**  
Title: Temp  
Department: Pay Per View  
Extension: 3-1045

I am responsible for the radio, generic, event specific spots and infomercials for cable affiliates on a monthly basis; as well as ticket distribution in the PPV department for each event. I coordinate and update the 1-800-Affiliate Hotline, handle marketing reimbursements, check requests and distribution for each PPV event. I also coordinate the hospitality suites for various PPV's, distribute promotional T-shirts and assist in the upcoming promotions with satellite. I can help with questions relating to the PPV department, checks issued for PPV events, information on cable or satellite and inquiries on the upcoming PPV events.



Revised March 28, 2000

**LICENSING**

**Name:** Collins, Casey  
**Title:** Director of Licensing  
**Department:** Licensing  
**Extension:** 3-2554

I manage the day to day operation of WCW's Licensing Program. I review and approve all licensing deals that are submitted by LCI. I assist LCI's sales force with selling the WCW license to potential licensees. I provide licensees with any and all information that they need. I approve all artwork and product samples. I am also responsible for the WCW Nitro Grill, WCW Lottery, WCW Master Card Program and WCW Nascar Program (if we race in 2000). I work with retailers to ensure WCW Licensees the best possible shelf space. I educate WCW Licensees and Retailers about WCW. I track and review all royalty reports. I work with talent to obtain voice, Photos, filming of commercials, etc. for Licensees. I work hand in hand with Pace Motorsports on the creation of the new USHRA/WCW Monster Machines license (monster trucks). People can come to me for help with licensing and Motorsports questions, or licensed product samples. It is often mistaken that I am responsible for the merchandise department, or State License Contracts for our wrestlers to perform in various states.

**Name:** Reeves, Chelsea  
**Title:** Licensing Manager  
**Department:** Licensing  
**Extension:** 3-2555

I am responsible for the day to day management of the Licensing Program which includes: communicating with potential and existing licensees, handling the daily needs of our licensees and/or LCI our licensing Agency and the receiving of deal memos. I am responsible for the review and approval of all artwork and submitted product samples so as to insure the integrity of the WCW property. In addition, will assist in the development and design of any and all new logos. I respond to various inquiries and provide information on an as needed basis to internal and external parties for the WCW property. I do the Draft Merchandising Licensing Agreements for all licensees and incorporate any needed changes for the WCW motorsport properties. I help coordinate details on special projects for the WCW property. I manage the following projects: WCW Lottery (currently 6 States), WCW's monthly QVC show, variety of Trade Shows, annual Licensee Summit, WCW Master Card program. I maintain a database of all WCW Licensees, as well as preparing a monthly status report for the Director of Licensing. I work with WCW talent & WCW Production Department to obtain voices, photos, filming of commercials, etc. for Licensees. I also assist the Director with educating and updating retailers and licensees about WCW and help to ensure that retailers provide WCW with prime retail space in all departments.

**Name:** Messner, Kristen  
**Title:** Licensing Coordinator  
**Department:** Licensing  
**Extension:** 3-3130

I am responsible for the Nitro Grill, the Fan Club, and Cyberaction Virtual Trading Cards. I also assist with all licenses on projects, travel for appearances and product needs. People can come to for help with the Nitro Grill, the Fan Club, the Cyberaction Cards, and licensing related questions or assistance on the road. It is often mistaken that I am responsible for all Kimberly Ware's prior duties or that I am Casey Collins' assistant.

**Name:** Gillen, Flossie  
**Title:** Licensing Assistant  
**Department:** Licensing  
**Extension:** 3-2548

I provide daily assistance to the Director of Licensing (Casey Collins). My duties include scheduling appointments, arranging travel, screening phone calls, filing, faxing, writing memos and fed-exing. I open mail and packages, and circulate artwork approvals. I maintain and update files, licensee lists and licensing status report. I keep up and update the photo library and send artwork to our licensing agency as needed. I forward all bootleg tips to our investigator. I also maintain the sample room and forward new licensed samples to talent as they are received.

CONFIDENTIAL

*Revised March 28, 2000*

Name: **Sturgis, Lisa**

Title: Motorsports Manager

Department: Licensing

Extension: 3-2556

I manage all aspects of WCW's motorsports program: Nascar, Busch and Winston Cup teams, and Monster Trucks. This includes operations, appearances and licensing ventures. People can come to me to proof and edit copy, as a former editor of WCW Magazine I am always happy to help.

CONFIDENTIAL

*Revised March 28, 2000*

## **NEW MEDIA**

Title: VP WCW Enterprises  
Department: New Media  
Extension: 3-1040

Name: **Thomas, Brooke**  
Title: Administrative Assistant  
Department: Enterprises  
Extension: 3-1041

I provide administrative support to the VP of Enterprises and departmental invoices and secondary support to other areas that fall under Enterprises. I also coordinate hospitality suites for PPV and other special events. People can come to for help in scheduling appointments, invoices (paid and unpaid) for the Enterprises Department, and if they need to contact members of the department. It is often mistaken that I am responsible for PPV tape (radio and TV) distribution and PPV tickets.

Name: **Brent, Cameron**  
Title: Home Video & Special Projects Administrator  
Department: WCW Enterprises  
Extension: 3-1044

I am responsible for WCW Home Videos, WCW Hotline and *Ring Side Rap* (monthly newsletter sent to media, licensees and cable operators. It is often mistaken that I work for the Legal Department.

*Revised March 28, 2000*

## **INTERNET**

**Name: Hulmes, Gary**  
**Title:** Senior Webmaster  
**Department:** Internet  
**Extension:** 3-2562

I am the chief technical person, and sometimes editorial, for WCW.com. I am responsible for in office and remote operations, day to day operations, presentation of content, and I am a liaison to Turner Online Technical Group. People can come to me for help with the website: operations, advertising, content, etc.

**Name: Haynes, Timothy**  
**Title:** Webmaster  
**Department:** Internet  
**Extension:** 3-2564

I am responsible for the daily updating of WCW websites, including new content development. I produce live internet broadcasts. I develop new relationships with agencies and vendors to keep WCW at the forefront of new technology. I also maintain a positive relationship with wrestling fans on the internet. It is often mistaken that I am responsible for finding/scanning photos for other departments.

**Name: Nowitzky, Jennifer**  
**Title:** Internet Coordinator  
**Department:** Internet  
**Extension:** 3-2561

I am the content editor for the website. I am responsible for the PR/Marketing/Promotions/etc. for the site in terms of updating appearances or events. And I concern myself with almost anything related to the Nitro Girls site. People can come to for assistance pertaining to the website other than technical questions. It is often mistaken that I am responsible for scanning in pictures, sending pictures/logos to freelancers/press for other departments, and technical questions.

**Name: Sites, Brian**  
**Title:** Internet Video Coordinator  
**Department:** Internet  
**Extension:** 3-3115

I am responsible for maintaining and creating multimedia content for WCW.com. I also do the daily updating of WCW websites including new content development. People can come to me for help with internet related issues, such as promotion and development. It is often mistaken that I am responsible for scanning photos for other departments.

*Revised March 28, 2000*

## **PUBLIC RELATIONS**

**Name: Sharp, Alan**

**Title: Director of Public Relations**

**Department: Public Relations**

**Extension: 3-2550**

I direct and handle all media coverage involving WCW events, talent and products. I communicate WCW positions and policies to media outlets that further the company's image. I coordinate activities that relate to charitable or community service projects. People can come to me for help with media and/or charities. It is often mistaken that I am responsible for promotions.

**Name: Seeman, Donna**

**Title: Junior Publicist**

**Department: Public Relations**

**Extension: 3-2551**

I publicize all WCW events that occur Tuesday through Friday, which includes all WCW Thunder and WCW Saturday night tapings. I travel to Nitro, Thunder and PPV events to handle media activity. I creatively produce wrestler bios, press releases and pitch letters; and I also work on other special projects for WCW. People can come to me for help with wrestler/talent bios and press releases, information about upcoming special projects, and if they have media questions or need a contact at a WCW event. I am not responsible for promotional pictures (color).

**Name: Glast, Jason**

**Title: Publicist**

**Department: Public Relations**

**Extension: 3-2553**

I am responsible for Goldberg's publicity and publicity for Nitro and Pay Per Views. People can come to me if they need help with Goldberg, Nitro, PPV's or general publicity or media relation's questions. I am not responsible for promotional appearances at on sales or meet-and-greet appearances at shows.

**Name: McLain, Brett**

**Title: Temp- Public Relation's Assistant**

**Department: Public Relations**

**Extension: 3-3827**

I arrange wish meetings for sick/dying children with Make-a-Wish, Kids Wish Network, etc. I fulfill charitable requests for auctions and donations. I maintain, submit and send out dub, ticket and media credential requests for the PR department. I maintain merchandise closet and send out merchandise for PR department. I maintain black-and-white promotional pictures (storage, requests for more, and disbursement). I send out press kits to media and assist the PR department in general. I can help with black-and-white promotional pictures, press kits, media credentials and charitable donations. I am not responsible for color promotional pictures and I cannot supply WCW employees, friends and families with autographed pictures or merchandise.

*Revised March 28, 2000*

## **WCW MAGAZINE**

**Name: Leiker, Ken**

**Title:** Publisher/Editor-in-Chief

**Department:** WCW Magazine

**Extension:** 3-3171

I manage the business and technical aspects of WCW Magazine: printer, pre-press, subscription, subscription fulfillment, newsstand contractors, and advertising sales. I also guide the editorial direction and look of the magazine. I can provide help with obtaining data and photos that have been published in the magazine.

**Name: Leson, Elliot**

**Title:** Print Production Coordinator

**Department:** WCW Magazine

**Extension:** 3-3177

I am responsible for trafficking and managing all editorial, advertising and insert materials for the magazine. I am the magazine's liaison between the pre-press facility and the printer. I am proficient with desktop publishing software; including Adobe Photoshop, Adobe Illustrator, Quark Express and Microsoft Word. I also have knowledge of imposition software, web offset printing, digital and analog pre-press, and production planning. I can help with questions concerning magazine editorials, advertising, insert materials and photographs. I do not work with the photo department.

**Name: Bell, Amy**

**Title:** Administrative Assistant

**Department:** Magazine

**Extension:** 3-3174

I assist the publisher (Ken Leiker). I also write and edit articles for the magazine, interview talent for articles, read the letters to the editor, oversee the processing of magazine invoices, assist clients and subscribers with problems and questions. I serve as magazine advertising coordinator and I serve as a liaison between the magazine and other WCW departments. I can help with the magazine by giving clients a complimentary subscription, coordinating ads, finding back-issues, getting magazine copies, or questions about the magazine's invoices. I cannot get pictures or merchandise for clients or employees, and I am not responsible for fan's questions about the shows.

**Name: Schlottman, Jim**

**Title:** Art Director

**Department:** WCW Magazine

**Extension:** 3-3173

I am responsible for the design of WCW Magazine and all related materials. I direct photoshoots of talent for the magazine and I approve/select all photography for publication. I can help with any design or creative related questions, photography, logos, illustration, pre-press or printing. I am not responsible for editorial content in the magazine and art used in merchandising.

**Name: Murphy, Joe**

**Title:** Photo Editor

**Department:** Magazine

**Extension:** 3-3175

I am responsible for coordinating all photo shoots for the magazine, editing all film from events and shoots, and selecting art for the magazine (working on layouts and choices with the art director). I also am responsible for all photo related tasks that require photo labs and I license images to other wrestling magazines. People can come to me for help if they have questions concerning photography or if they want to obtain photographs from the magazine. It is often mistaken that I am responsible for all photo needs (PR, Licensing, Merchandising, etc.).

**Name: Boain, Graham**

**Title:** Associate Editor

**Department:** WCW Magazine

**Extension:** 3-3716

*Revised March 28, 2000*

I am responsible for edit copy for WCW Magazine, writing stories and producing story ideas. People can come to me if they need help identifying wrestlers, if they have questions on stories or if they want to propose story ideas. I am not the photo editor of the magazine.

Name: **Eck, Kevin**

Title: Editor

Department: WCW Magazine

Extension: 3-3178

My job responsibilities include writing, editing and helping plan the editorial content of WCW Magazine.

People can come to me with questions concerning the editorial content, or any general questions regarding WCW story lines or history.

Revised March 28, 2000

**PROMOTIONS**

Name: **Hunt, Tom**  
 Title: Director of Promotions  
 Department: Promotions  
 Extension: 3-2574

I am responsible for effectively concepting and executing WCW promotions that will reinforce the brand and key initiatives. I maximize communication with AD sales and licensed promotion sales to help them drive incremental revenue to Turner and WCW. I create promotional concepts that reinforce WCW initiatives and can be strategically and creatively executed on-air. I fully concept and develop customized Fantasy Prize Promotions (with maximum lead-time) to AD sales and licensed promotion sales to fit client's needs. I work with legal dept. to research promotional concepts and feasibility. I clear all concepts, spots, prizes etc. I develop promotion presentations/documents/one-sheets to Sales. I work with Creative Services to develop presentation boards for client pitches. I oversee project managers who communicate and liaise with client on all levels of promotional activity, including identifying and securing necessary client materials, production timeline, approvals, contracts, etc. I oversee the production of all versions of promotional spots, including timeline, budget, client approvals, legal parameters, sponsor tags, etc. I work closely with Ad Sales Operations and Master Control on scheduling of all promotional spots in either commercial inventory or promo time. I set up and manage entry mechanism for on-air contest, i.e. 800#, PO boxes, on-line and off channel entry. I create local extensions to WCW's national on-air promotions. I develop customized prizes to award contest winners and/or secure prizes from client (when appropriate). I manage the fulfillment and distribution of prizes. I handle travel for winners when necessary. I maintain and manage budget that pertains to Promotion projects. I provide recap packages of promotions/contest to internal divisions and client. And I also provide all necessary information pertaining to promotions to be included in sales collateral materials.

Name: **Stern, Suzanne**  
 Title: Promotions Manager  
 Department: Promotions  
 Extension: 3-2549

Name: **Wengerd, Andrew**  
 Title: Promotions Coordinator  
 Department: Promotions  
 Extension: 3-2563

I promote WCW through talent appearances, talent status, sponsor/contract fulfillment, and I work with outside clientele to establish promotional opportunities. People can come to me for help with promotional ideas and requests. It is often mistaken that I am responsible for Public Relations duties.

Name: **Woodyard, Amy**  
 Title: Promotions Assistant  
 Department: Promotions  
 Extension: 3-3820

I am responsible for wrestler appearances. I arrange travel for the talent and stay in contact with the sponsors so I can arrange and set up the appearance itinerary. I work with PPV sponsors to make sure all stipulations in the contract between PPV sponsors and WCW are executed. I also help Andrew Wengerd with on-sale appearances; which includes arranging travel for talent, typing up an itinerary and traveling to the on-sale location with the talent. People can come to for help with talent appearances or on-sale appearances, talent pictures or autograph sheets, and sponsors of WCW PPV's. It is often mistaken that I am responsible for public relations.

Name: **Sokol-Stewart, Marlene**  
 Title: Promotion Appearance Coordinator  
 Department: Promotions  
 Extension: 3-4077

I am the initial contact for all talent appearances. Basically, all departments that request for talent appearances, paid or otherwise, come to me first. I then contact talent and confirm they can do the event. I either execute the appearance myself, or turn it over to the specific department for them to

**CONFIDENTIAL**



*Revised March 28, 2000*

execute. I also update all appearance calendars, talent appearance data base and escort talent on many of the appearances. People can come to me for help with questions about the talent and whether they can do an appearance. It is often mistaken that I am responsible for other promotions that employees are working on.

Revised March 28, 2000

**ACCOUNTING**

Name: **Prince, Greg**  
 Title: Controller, CPA  
 Department: Accounting  
 Extension: 3-3148

Name: **Henry, Jennifer**  
 Title: Accounting Manager  
 Department: Accounting  
 Extension: 3-3150

I manage the accounting staff for monthly, quarterly and annual reporting. I am the company liaison for payroll, human resource and Turner Group Services. People can come to for help with anything accounting related. It is often mistaken that I am responsible for licensing accounting (Jennifer Hudson). I also do not actually do the payroll; I am just the middleman.

Name: **Lipscomb, Dee**  
 Title: Financial Analyst  
 Department: Accounting  
 Extension: 3-3153

I work on special accounting and financial projects, and I have some budgeting and forecasting responsibilities for WCW. I am not responsible for Wrestling Operations, payroll, accounts payable or other routine accounting functions.

Name: **Gerlach, Tom**  
 Title: Staff Accountant II  
 Department: Accounting  
 Extension: 3-3154

I am responsible for production and magazine accounting, recording arena settlement information, tracking project information and creating invoices. I am also responsible for monthly closing, wire transfers and foreign checks. People can come to more for help with creating an invoice, arena settlement information, general accounting questions or if they need help with project set up.

Name: **Williams, Jimmy**  
 Title: Staff Accountant II  
 Department: Accounting  
 Extension: 3-3155

I assist in tracking Pay Per View carrier payments to WCW. I report, track and identify various property, plant, and equipment issues for 6010 (WCW-Arenas) and 6020 (WCW-Call Center/Mail Order). I serve as a tax liaison for Ernst & Young and local accounting group. I perform accounting related inventory functions for 6010, assist with 6020 inventory, and identify inventory obsolescence exposure for both. I support 6020/MACS (Merchandising and Catalog System) accounting functions. I analyze fixed asset and depreciation expenses. I perform month-end close, quarterly, and year-end close functions pertaining to previous mentioned responsibilities, reconcile accounts previously mentioned, and code monthly cash receipts. I can help with fixed assets, cash coding and inventory issues. I am not solely responsible for making deposits- Klippel, invoicing- Gerlach, or 6020 (Mail Order) Accounts Payable- Viberg.

Name: **Barlow, Celia**  
 Title: Accounting Assistant III  
 Department: Accounting  
 Extension: 3-3151

I am responsible for all aspects of Accounts Payable (Vendor Invoices); which includes coding invoices, allocating department and General Ledger code, and preparing coding ticket for Turner Group Services. I also am responsible for new vendor and independent contractor set-up; which includes contacting new vendors, sending W-9's, facilitating Independent Contractor Checklist for Human Resources and preparing new vendor forms for Turner Group Services. I can help with procedures for getting an invoice paid and for setting up a new vendor. I am not responsible for expense reports, credit applications for new vendors, or finding out the status of payment on an invoice (call 8-1200 or 1-800-646-7683 option 4).

*Revised March 28, 2000*

Name: **Carson-Hudson, Jennifer**

Title: Staff Accountant III

Department: Accounting

Extension: 3-3158

I am responsible for royalty accounting- calculating and distributing the royalties entitled to the talent, wrestler payroll- review function of wrestler payroll, and closing- reporting the revenue for the 900 telephone number, TMC, Syndicate, Ad Buys and Sweeps. People can come to me for help with talent royalty issues. It is often mistaken that I am responsible for Accounts Payable.

Name: **Klippel, Melissa**

Title: Staff Accountant I

Department: Accounting

Extension: 3-1025

I am responsible for expense reports, helping with closing and assisting Denise Velgouse with Sales and Use Taxes. Currently, people can come to me for help with expense reports. I am not responsible for Accounts Payable.

Name: **Velgouse, Denise**

Title: Tax Manager

Department: Accounting

Extension: 3-1007

I handle most tax and business license related matters (local, state, federal, international), other than income tax which is handled by E&Y downtown. These matters include compliance, audit defense and registrations. I have regular contact with taxing authorities, as well as arenas in which we perform, to ensure that proper procedures are being utilized. I can help with just about any tax matter (except income) or I can help through contacts and research. I do not handle wrestler's licensing matters and athletic commission taxes; they are concerns of the Arenas Department.

Name: **Viberg, Erik**

Title: Staff Accountant

Department: Accounting

Extension: 3-3156

I am responsible for inter-company accounts for 6010 and 6020, Accounts Payable for 6020 and MACS (Merchandising and Catalog System) Close.

Name: **Davidson, Amy**

Title: Staff Accountant II

Department: Accounting

Extension: 3-3152

I am responsible for talent payroll (independent contractors), talent expenses and various other accounting duties, such as month end, quarter end, and year-end functions. I can help with talent paychecks and talent expense reports. I am not responsible for employee payroll.

Name: **Gladney, Allison**

Title: Accounting Assistant III

Department: Accounting

Extension: 3-3149

My job responsibilities are accounts payable and expense reports. People can come to me if they need help with expense reports.

Revised March 28, 2000

**ON-AIR PRODUCTION****Name: Leathers, Craig****Title: VP/Executive Producer****Department: On-Air Production****Extension: 3-3823**

As Vice President of the company, I oversee special projects such as the Warner Brothers movie "Ready to Rumble", outside music sources (TommyBoy Music), internet ventures (WCW Power Site), and any other projects that fall outside the realm of everyday WCW programming. People can come to me for help with any aspects of live television or post production.

**Name: Sparks, Gail****Title: Administrative Assistant****Department: On-Air Production****Extension: 3-1036**

My job responsibilities are to handle the day to day administrative duties for the Vice President- Craig Leathers. It is my responsibility to ensure that he has the most current and accurate information available to him daily, to keep up with his calendar and email, as well as answer his phone. I also handle production issues to include music, outside talent hires (extras), etc. People can come to me if they need help with reaching the Vice President, getting on his schedule, or obtaining information regarding production. I am not responsible for items related to the programming department.

**Name: Yother, Annette****Title: Director of Programming****Department: On-Air Production****Extension: 3-3825**

I work with the Creative Members/Writers in developing, gathering, and compiling program elements and information. I am the liaison between WCW & Network Operation/Programming for TNT & TBS. I also take the Program elements and oversee the creation of a workable program script and format. I oversee all distribution of the information to Production and other necessary WCW departments. People can come to for questions concerning program elements.

**Name: Turner, Wendy****Title: Programming Information Assistant****Department: Programming****Extension: 3-3826**

I am responsible for Format Production and distribution on show days. I put all show formats on the WCW shared computer databases. I send out all show information regarding what can be promoted and announced. I also give the announce team any announcements to be read on air. I can help people with where to find the specific show formats, and with what matches have been releases for the PPV's or other shows. I can assist with research of a specific match, person, first appearance or other general information regarding a wrestler. You can ask me about the specific spelling or some biographical information regarding a specific wrestler. It is often mistaken that I am responsible for anything related to talent issues- travel, talent lists, parking lists, booking sheets, etc.

**Name: Parent, Angela****Title: Program Information Assistant****Department: Programming****Extension: 3-3836**

I am responsible for show information distribution from week to week (Nitro/Thunder/Saturday Night). I also am responsible for preparation of shot sheets for the shows, and I am involved in the approval process for props, extras and shoots for Nitro, Thunder and Saturday Night. People can come to for help with show content information, prop information, logged shows and anything associated with programming of Nitro, Thunder and Saturday Night. It is often mistaken that I am responsible for providing copies of past Nitro, Thunder, Saturday Night, and World Wide VHS copies for viewing.

**CONFIDENTIAL**  
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Revised March 28, 2000

**CREATIVE SERVICES**

**Name: Mussari, Lorry**  
**Title: Creative Services Manager**  
**Department: Creative services**  
**Extension: 3-2552**

I produce commercials, sales reels, or any video/audio needs that any department has a use for- this includes pre-production through post-production stages. I also manage and oversee all projects done by others in my department and freelance producers. People can come to me for help with their requests for raw footage, spots, sales reels, conference reels, audio bites, commercials, etc. If you need to have a commercial produced for a new product, event or promotion, we will produce the spot from writing to final post-production stages. It is often mistaken that I am responsible for merchandise just because I produce merchandise spots.

**Name: Velazco, Kris**  
**Title: Production Assistant**  
**Department: Creative Services**  
**Extension: 3-2542**

I assist producers for Creative Services in every aspect of the pre-production, production and post-production. I make sure each producers has every piece of information, footage, or duty taken care of so as to make their time more beneficial to the creative services department of WCW. People can come to me if they need help assembling footage for companies that deals with WCW. I research and log footage that could become useful for future projects and share that information with all of production, as well as assisting on shoots in everything from catering to props. I am not responsible for producing.

**Name: Dovjak, Diane**  
**Title: Producer**  
**Department: Creative Services**  
**Extension: 3-4093**

I produce whatever project I am assigned within Creative Services (T-shirt promo, PSA, PPV home video, infomercials, pre-game show, etc.). People can come to me with help on a Creative Service issue. It has been wrongly assumed that I am responsible for producing any and all PPV/home video projects. People also think that I am still involved with WCW Worldwide, but I have not been since September 99.

**Name: Juvinal, Nate**  
**Title: Production Assistant**  
**Department: Creative Services**  
**Extension: 3-4080**

It is my responsibility to help the producers form a high quality product. This can mean working on projects independently from start to finish, or helping the producer research the footage, make location scouts, log tapes, etc. People can come to for help with anything in Creative Services, or if we are working on something for them they can come to me if they can't locate their producer. It is often mistaken that I am responsible for dubs. I no longer work in the tape room.

Revised March 28, 2000

**PRODUCTION**

Name: **Tony Shiavone**  
 Title: Announcer/Supervising Producer  
 Department: Production  
 Extension: 3-4100

Name: **Mitchell, Keith**  
 Title: Supervising Producer  
 Department: Production  
 Extension: 3-4097

I am the supervising producer for all live programs produced by WCW including Nitro, Thunder, PPV's and international programs. I am the interim supervisor of the creative service personnel. People can come to me for help with live program/international programming/creative services questions.

Names: **Bissell, Kip (3-4091)**  
**Pruitt, Neal (3-4099)**  
**Johnson, Christine (3-4094)**

Title: Senior Producer  
 Department: Production

NP-I Produce video packages that are between :30 and 3:00 that help develop new wrestling characters and recap story lines to entice viewers to watch our television product. People can come to for help with finding out where you might find a video package that I have produced. It is often mistaken that I am responsible for the library. Although I have been at WCW for a long time, I am not able to physically put my hands on a lot of the videos or raw footage that I have been involved with in the past.

Name: **Douglas, Jason**  
 Title: Feature Producer  
 Department: WCW Production  
 Extension: 3-4092

I am responsible for Pay Per View graphics, packages and PPV show production. I can help with PPV graphics, PPV music and feature packages.

Name: **Kearce, Woody**  
 Title: Saturday Night Producer  
 Department: Production  
 Extension: 3-4095

Name: **Larson, Chris**  
 Title: International Producer  
 Department: Production  
 Extension: 3-4096

I am the producer of the syndicated Worldwide show. I also assist the supervising producer in overseeing the international program production currently being done by the associate producer-Michele Bayens. I can help people with questions concerning the Worldwide show or the international shows (Int'l Worldwide and Int'l Nitro).

Name: **Bayens, Michelle**  
 Title: Associate Producer  
 Department: Production  
 Extension: 3-4090

Name: **Chochol, Michael**  
 Title: Production Assistant  
 Department: Production  
 Extension: 3-5230

My primary job responsibilities include, but are not limited to- all Pre/Post/Live production involving the PPV. My duties include producing monitor walls, assisting the producer and producing packages. I help

*Revised March 28, 2000*

with digitizing of elements during the sessions. I assist with the building of the Op reels for each PPV. I coordinate tapes for our projects. My Live production duties include, but are not limited to- Truck AP. When we are on the road I produce b/roll and still packages. I also assist during the live pre-tapes by acting as a liaison between the producer and talent. I also do a lot of music selecting each month for our individual packages, and log shows and file music cue sheets. I am involved with Live Field Production when available. People can come to for help with Field Production work, assistance with video involving wrestlers, producing and general production work.

Name: **Marshall, Darryl**

Title: Production Assistant

Department: Production

Extension: 3-4098

Name: **Bill Hartley**

Title: Saturday Night Production Assistant

Department: Production

Extension: 3-2544

I help Woody Kearce with all aspects of pre-production, production and post-production. I help organize and coordinate Traffic sessions so that all the WCW shows have their billboards, promotional considerations, graphics and merchandising spots. At the Sat. night taping I help round up talent, take notes for editing purposes, and help Woody whenever possible. People can come to me for questions or comments concerning Traffic sessions, Saturday Nights or information dealing with wrestler appearances.

Revised March 28, 2000

**PRODUCTION (TECH)****Name: Shaw, Robin****Title: Director of Post Production Facilities****Department: Production (Tech)****Extension: 3-4075**

The WCW Production department is responsible for an array of things regarding our product. Within the production department I am responsible for the following areas and employees:

Duplication: This area is responsible for making dubs of our shows. Currently we have a list of clients that require copies of our shows. We have a variety of international clients that air our show in their country. We have licensees that use our shows as models to create games and toys for WCW. There are cable affiliates that help promote our shows. When wrestlers make public appearances on other television shows and require highlight footage or clips they call the Duplication department. And of course, the duplication department works with Producers to insure they have the right footage in order to build their promos, spots and feature packages.

Maintenance Engineers: We have two maintenance engineers on staff to keep the technical operations of the duplication machines running efficiently and properly. When the machines fail, it causes us to lose a great deal of revenue. Also, the maintenance engineers help WCW remain on the cutting edge of technology by researching new equipment.

WCW Studio Operations: WCW has a studio in which we shoot leads for our shows, wrestler interviews, and product shots such as t-shirts and photo shoots. We also have the capabilities to do a shoot in the studio and feed it to the remote site in order to air it as part of the live telecast.

WCW Library: WCW has its own library which consist of over 19,000 videotapes which includes show masters, camera originals, graphics, music, and highlight packages. This is a huge asset for WCW. We have two Tape Librarians that keep track of the footage so we can use it more effectively.

Shipping & Recycle: We ship our product all over the globe, domestically and internationally. Our Production shipper handles all videotape shipments that leave Log Cabin and will trace packages if they are misrouted. Additionally, since we use over \$200,000 of videotape per year, we recycle our stock for multiple use.

Music: I oversee the Music Coordinator to insure that the music WCW uses on all of its telecasts is reported correctly. Any misrepresentation of the music usage could lead to severe penalties for WCW.

Scheduling: WCW used to have its own production edit suites; however, our equipment was relocated to the new Turner Studios technical building. When Producers have edit suites needs we must schedule edit time through Turner Studios. I oversee this as well to insure the Producers have what they need to do their promo.

There are 12 employees divided amongst the above mentioned areas. I manage each and am responsible for the entire facility operations and logistics. I should be able to answer questions pertaining to the 2<sup>nd</sup> floor of Log Cabin.

**Name: Hinton, Todd****Title: Maintenance Engineer****Department: Production****Extension: 34071**

I am responsible for maintaining and overseeing all technical aspects of the production facility. I also maintain and administrate the house RF system. People can come to for help with any technical problems in the production area or any issue with the house RF system. It is often mistaken that I am a member of the computer department.

**Name: Tinsley, Bill****Title: Senior Camera Operator****Department: Production (Tech)****Extension: 3-4083****Name: Rogers, Kemper****Title: Senior Editor/Producer****Department: Production (Tech)****Extension: 3-4074**

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Revised March 28, 2000

Name: **Edwards, Joel**  
 Title: Editor  
 Department: Production (Tech)  
 Extension: 3-4082

Name: **Arbon, Ed**  
 Title: Senior Videotape Operator  
 Department: Operations  
 Extension: 3-4065

I am responsible for compiling an Archives File of all past WCW Shows in our library. I also assist in Tape Room Operations. People can come to me for help with past match information and information about past or current wrestlers. It is often mistaken that I am responsible for commercial traffic and production dub requests.

Name: **Bonds, Cliff**  
 Title: Tape Operator  
 Department: Production (Tech)  
 Extension: 3-4067

I am responsible for duplicate and offline edit tapes of shows for syndication and international, and requests as provided by the supervisor. People should go to the supervisor of Post Production for requests and information. It is often mistaken that I am responsible for research.

Name: **Davis, Jonathan**  
 Title: Tape Operator  
 Department: Post Production  
 Extension: 3-4068

I am responsible for prepping and executing the dubbing of standing orders as well as performing dubbing, off-line editing and other duties of per-need orders (production dub requests). Other duties include degaussing and maintaining recycled tape stock, black and coding new stock for editors and producers, rolling tape for audio or video and audio studio sessions. Also, quality checking my work (either spot checking or 100% Q.C.) to watch for audio/video drop out, time base corrector "hits", tape damage (creasing, etc.), and spelling and continuity errors. People can come to for help with setting up viewing rooms for remote viewing, finding sources, getting stock (usually recycled), creating/printing labels, technical questions/advise about how to set up a job, etc.

Name: **Green, Elliot**  
 Title: Tape Operator  
 Department: Production (Tech)  
 Extension: 3-4070

Name: **McKay, Stephen**  
 Title: Tape Operator  
 Department: Production  
 Extension: 3-4072

I work as part of a team to maintain weekly standard workbooks (Nitro, Thunder, International dubs, etc.) and non-standard work books, such as production dub request and special projects. People can come to me for help with anything.

Name: **Delaine, Christopher**  
 Title: Edit Assistant  
 Department: WCW Productions  
 Extension: 3-4079

I accompany Nitro and Thunder Field Production crew and provide Avid services for producers in the field. I also provide Avid services for WCW motorsports and any other Producer or WCW client, as needed. I can help with building promos and packages, dubbing and logging, repairs to finished spots, digitizing and Avid maintenance.

*Revised March 28, 2000*

Name: **Bresler, Robert (Breeze)**

Title: Tape Librarian

Department: Production (Tech)

Extension: 3-4066

It is my responsibility to keep track of and distribute the show tapes, spot reels and features/packages that are generated on a weekly basis; as well as, maintain and categorize the substantial archival video/audiotape library. People can come to for help with locating and confirming the existence of the tapes for viewing or duplication purposes if Robin Shaw has given approval. It is often mistaken that I am responsible for having knowledge of the participants, outcome, and event date of every match ever wrestled in the entire history of WCW.

Name: **Miller, Darrell**

Title: Videotape Librarian

Department: Post Production

Extension: 3-4078

I assist all employees with footage tapes of all our PPV shows, TV tapings, and promotional appearances of our wrestlers. I then ship the tapes to our international and domestic clients. On Wednesdays I stage manage for our weekly taping of Worldwide and I order the Raw Stock (VHS, 1", beta, etc.) for our company.

Revised March 28, 2000

**REMOTE PRODUCTION**

**Name: Crockett, David**  
**Title: Vice President Production**  
**Department: Production**  
**Extension: 3-3627**

I supervise the coordination and hiring of television crews. I oversee the acquisition of technical support equipment and staff. This includes lighting, audio, pyro, security, rings, scenic and catering. I also manage the Production Travel Department. People can come to me for help with ENG Production, live remote production, arena/location sight coordination, special effects, event management, on sight coordination of phones and uplink, and catering. It is often mistaken that I am responsible for the Travel Department and Arena Booking.

**Name: Nordahl, Linda**  
**Title: Production Office Coordinator**  
**Department: Remote Production**  
**Extension: 3-3628**

**Name: Atkinson, Joyce**  
**Title: Director of TV Production**  
**Department: Remote Production**  
**Extension: 3-3634**

My job responsibilities are to apply direction and supervise a group of people coordinating the technical production for all live and taped events. This would include hiring the mobile units for the telecast, hiring the best qualified crew members, overseeing the travel issues for the technical crew, renting equipment, timesheets, production invoices, etc. I work on the day to day operations and needs of the vendors, crew members, co-workers, etc. I keep an open line of communication to all aspects of production. People can come to me for help with Remote Production, production work that is done off site.

**Name: Barrett, Steve**  
**Title: Production Manager**  
**Department: WCW Production**  
**Extension: 3-3632**

I oversee the arena production for Nitro/Thunder/PPV's and Saturday Night shows. This includes lighting, audio, staging, transportation, catering, crew and all other logistics that go into live and taped television shows.

**Name: Small, Steve (3-3637)**  
**Title: Arena Production Manager**  
**Department: Remote Production**  
**Extension: 3-3637**

I am responsible for every element of a televised wrestling show in a remote location i.e. taking an empty arena, filling it for our show, turning it over to the director and producer, and then removing it. People can come to me for help with building problems, logistics, personnel problems between departments or local stagehands, safety issues, and audience issues. I am not responsible for Publicity, Promotions or Comp tickets.

**Names: Blackwell, Katrina (3-3625)**  
**Piccolo, Jason (3-3639)**  
**Holscher, Ragan (3-3117)**  
**Dailey, Daniel (3-3116)**

**Title: Production Coordinator**  
**Department: Remote Production**

Production Coordinators are responsible for various duties such as finding cost-effective flights for the crews, arranging taxi service, and assembling information in production books for each show. People can come to them for help with questions concerning logistics (what crew is booked, flight schedules, cab services, etc.).

*Revised March 28, 2000*

Name: **Cailloway, Kerri**

Title: Site Coordinator

Department: Production

Extension: 3-3126

I perform show advances at arenas throughout the country, establish seat kits needed for production use, and compile arena info/photos/diagrams for use by the Production Managers, TV Crew, Promoters and Website. I distribute database information and arena diagrams to the Production department and establish positive public relations with arenas. I can help with arena information, diagrams, photos and contacts. I am not responsible for promotional duties such as advertising.

Name: **Hamilton, Joseph**

Title: Director of Ring Transportation

Department: Production

Extension: 3-1031

I am responsible for building new rings, maintaining current rings, and ordering parts, materials and equipment for all rings. I schedule and route all the ring crews and their trucks. People can come to for help with anything pertaining to wrestling, wrestling rings or ring transportation.

*Revised March 28, 2000*

## **POWER PLANT**

Name: **Orndorff, Paul**  
Title: Training Center Staffing  
Department: Power Plant  
Extension: 3-3831

Name: **Smith, Brenda**  
Title: Training Center Coordinator  
Department: Power Plant  
Extension: 3-1030

I assist Paul Orndorff with daily office procedures, such as directing phone calls to proper persons, etc. I update incoming calls in reference to new trainees. I update waivers of liability for trainees. I issue waivers for WCW power plant full-time employees. I open mail, sort videotapes for viewing of new applicants. I request tapes for our present contract staff to view past matches. I make sure all talent in the ring signs a liability waiver. I direct traffic to Paul Orndorff's office by appointment. I keep our front office clear of employees who want to view the talent during training hours. Advise Power Plant staff of all office information. Prepare sign-in sheet for 10-12 Power Plant students. I file, order supplies, and I check the gym before departing each evening. People can come to me if with question concerning the Power Plant or appointments, workman's compensation questions, vendor questions due to non-payment, and all past and present try-out questions from 1994-July 1998. I am not responsible for admitting guests to the Power Plant. Or if employees leave their ID badge and mistakenly think I am supposed to use the entrance buzzer for admitting and departing. The WCW Ring Crew is not a part of the Power Plant and vendors constantly call for accounts payable.

Names: **Young, Danny** (3-1032)  
          **Bruce, Dewayne "Sarge"** (3-2570)  
          **Wenner, Mike** (3-1071)  
Title: Trainer  
Department: Power Plant

Revised March 28, 2000

**TALENT MANAGEMENT****Name: Dillon, JJ****Title: Director of Talent Management****Department: Talent Management****Extension: 3-3832**

I am responsible for most talent management issues; which include some contract negotiations, overseeing the talent booking process, overseeing the talent travel process and being involved in the coordination of talent appearances. People can come to me for help with anything involving WCW talent.

**Name: Bartlett, Dee****Title: Administrative Assistant****Department: Talent Management****Extension: 3-3835**

I am responsible for secretarial duties for JJ, tracking all talent for all departments, and updating talent contact information. I fill out/track expense reports for all talent, and I track payroll/accounting issues for talent, department, vendors and other employees. I arrange delivery of correspondence/packages for talent, set-up yearly physicals for talent and track licensing status for the talent. I assist in the creation of our talent database, order office supplies for the department, and I am a liaison between staff on the road and those here. I troubleshoot office equipment for the department, assist with publishing booking sheets and updates/TV lists and updates/travel issues. I also assist in communications with Spanish speaking talent. I am not responsible for publishing the booking sheets and TV lists (Bowden).

**Name: Engle, Janie****Title: Talent Relations Manager****Department: Talent Relations/Wrestling Operations****Extension: 3-3822**

**Talent Travel-** I oversee the booking and booking agents travel, hotels, rental cars, limos, charter planes, etc. I work with the Talent Travel Department. **Talent Database-** I maintain all input of information for database including number of days worked at all events, PR appearances, absences, injuries, address/contact information, Farm System tracking, Productivity Reports, and travel information. **Wardrobe management-** I oversee travel schedule and supplies. I am also a contact for the new Japan Pro Wrestling- coordinating meetings and bookings, and dealing with travel requests regarding talent and management. People can come to for help with talent travel or database. It is often mistaken that I am responsible for booking information and the VP's schedule.

**Name: Bowden, David****Title: Talent Management Coordinator****Department: Talent Management****Extension: 3-2548**

I help coordinate the creation of the House show lineup including talent, referees and agents, and I manage distribution and upkeep of the House show booking sheets and information. I manage weekly Nitro, Thunder, Sat. Night and PPV talent list acting as a link between creative team and other departments within company. I provide the creative team with updated talent information and availability with regards to injury status, approved days off, etc. I also provide the creative team with ratings information. I provide an on site resource of Nitro, Thunder and PPV shows available to creative team and talent for a range of duties. I manage weekly tracking/accounting of talent with creation and implementation of sign in sheets with security to processing of information to accounting. I also manage tracking of talent. I coordinate a wide range of special projects and assignments with the talent management department. People can come to me for information regarding talent, in particular with bookings and accounting. It is often mistaken that I am working with the travel department and programming.

**Name: Taylor, Terry****Title: Director of Live Events****Department: Booking & Talent Relations****Extension: 3-3630**

*Revised March 28, 2000*

I am responsible for booking all house shows or live events; which is done six weeks ahead of time so Awesome Promotions and our publicity department can properly promote said events. The nature of our industry dictates constant monitoring because of changing story lines and unforeseen injuries. I am also an agent at Nitro and Thunder events, choreographing matches and ensuring the segments correspond with the writers' vision. Therefore, I need to make sure the talent understands and appreciates what is expected of them. I am also a member of the booking committee that writes all television shows and PPV's, developing story lines and characters. At a lesser degree I try to help find, groom and sign new talent. People can come to me for help with training, character issues or story line development. It is often mistaken that I am responsible for hiring/firing talent, the final say on booking decisions, or talent travel arrangements.

Names: **Russo, Vince** (3-2566)

**Ferrara, Ed** (3-2567)

**Banks, Bill** (3-1088)

Title: Writer

Department: Talent Management

BB-I am responsible for TV writing (on the road) under Vince Russo. I also head up the internet department supplying creative direction for wcw.com. People can come to me for help with creative direction/story lines for WCW, or anything to do with our internet site. It is often mistaken that I am responsible for ad sales for WCW.

Name: **Gary, Alto**

Title: Nitro Girl Manager

Department: Talent Management

Extension: 3-2565

I arrange travel for Nitro Girls to TV shows and performances. I choreograph and arrange dance routines, book Nitro Girls for WCW Promos, design and purchase costumes, and hire or fire Nitro Girls. I provide DJ and truck with music, and I edit the music. I also consult with celebrity placement services to book Nitro Girls for paid appearances. People can come to for help with locating or booking a Nitro Girl. It is often mistaken that I am responsible for all female talent.

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*Revised March 28, 2000*

## **TALENT TRAVEL**

Name: **Bowen, Elena**

Title: Talent Travel Coordinator

Department: Talent Travel

Extension: 3-3824

I coordinate all the talent travel arrangements for TV shows, house shows, personal appearances and doctor appointments. I am responsible for all talent related travel emergencies after-hours and on weekends. I can help with arranging any travel for talent or finding out what talent is where at what time. I am not responsible for knowing what talent is supposed to be doing at the events and I do not always know the reason for travel.

Names: **Theys, Noreen** (3-3828)

**Gray, Pamela** (3-3121)

Title: WTP Travel Agent

Department: Talent Travel



*Revised March 28, 2000*

## PRODUCTION TRAVEL

Name: **Davis, Penny**

Title: Travel Coordinator

Department: Production and Office Travel

Extension: 3-1035

I book all travel for office personnel, oversee the Production Travel Department, book all hotels for televised events, and I am on-call for emergencies after-hours. I can help with travel needs, hotels and rental cars. It is often mistaken that I am responsible for talent travel.

Names: **Hill-Atkins, Julie** (3-3119)

**Perry, Cynthia** (3-3128)

**Cox, Randy** (3-3120)

Title: WTP Lead Agent

Department: Production Travel

Name: **Ndiaye, Falla**

Title: WTP Ticket Processor

Department: Production Travel

Extension: 3-3140

*Revised March 28, 2000*

## **TECHNICAL SUPPORT**

**Name: Upshaw, Doug**

**Title: Technology Coordinator**

**Department: General Administration**

**Extension: 3-1011**

My job responsibilities include network administrator/manager, desktop computer support manager, and computer specification and acquisition. People can come to me if they need help with network and e-mail account management, desktop computer support, requests for computers and/or peripherals (with department head approval), computer related project support (new server or equipment specification and integration), office moves (computer and phone/fax only) and telephone moves or number changes. It is often mistaken that I am responsible for malfunctioning copy machines, power outages, furniture moves, cable TV and VCR hookups.

**Name: Edwards, Jimmy**

**Title: Technology Analyst**

**Department: General Administration**

**Extension: 3-1074**

I am responsible for setting up new desktop computers, printers and phones. I also am responsible for trouble shooting computer, printers and phones. I can help with computer, printer and phone related issues. I am not responsible for copiers and fax machines.



The purpose of this form is to assist New Hires in becoming acquainted with the mission of WCW and the distribution of work within the company. After each employee completes the forms they will be combined in a handbook that is to be given to each New Hire. This is necessary so those new employees are better informed of the various positions we have and what each department is responsible for at WCW. This is also a means to better inform existing employees of the work allocation and to identify where changes need to be made. Job descriptions and employee titles will undoubtedly change, so the handbook will be regularly updated. Please complete the form in detail and accuracy.

Name: Suzanne Stern

Title: Senior Promotions Manager

Department: Promotions

Reports to: Director of Promotions, Tom Hunt

#### **Job Description**

Responsible for effectively executing WCW promotions that will reinforce the brand and key initiatives. Maximize communication with Ad Sales and Licensed Promotion Sales to help them drive incremental revenue to Turner and WCW.

- Work with Director of Promotions on the ideation of promotional concepts that reinforce WCW initiatives and can be strategically and creatively executed on-air.
- Fully concept and develop customized Fantasy Prize Promotions (with maximum lead time). Provide and customize these Fantasy Prize Promotions to Ad Sales and Licensed Promotion Sales to fit client's needs.
- Work with Legal Department to research promotional concepts and feasibility. Clear all concepts from any FCC violations before concept is presented externally.
- Work with Research Department to coordinate focus groups (when necessary) to test concepts, spots, prizes etc.
- Develop promotion presentations/documents/one-sheets to Sales. Work with Creative Services to develop presentation boards for client pitches
- Communicate and act as client liaison on all levels of promotion activity, including identifying and securing necessary client materials, production timeline, approvals, contracts etc.
- Oversee the production of all versions of promotional spots, including timeline, budget, client approvals, legal parameters, sponsor tags, etc.
- Work closely with Ad Sales, Sales Operations and Master Control on scheduling of all promotional spots in either commercial inventory or promo time
- Set up and manage entry mechanisms for on-air contests, i.e. 800#, PO Boxes, on-line and off channel entry
- Work with Director of PPV Marketing on any local extensions to WCW's national on-air promotions

- Develop customized prizes to award contest winners and/or secure prizes from client (when appropriate). Manage the fulfillment and distribution of prizes. Handle travel for winners when necessary.
- Maintain and manage budget that pertains to Promotion projects. Intercompany bill Ad Sales for sales-driven promotion expenses.
- Provide recap packages of promotions/contests to internal divisions and client.
- Provide all necessary information pertaining to promotions to be included in sales collateral materials.

People can come to me if they need help with...

- Anything that is advertising/promotions related.

It is often mistaken that I am responsible for...

- Media buys to promote WCW shows.



## EXHIBIT / ATTACHMENT

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(To be scanned in place of tab)

Plaintiffs' Exhibit 95

See Videotape  
attached hereto and filed herewith



## EXHIBIT / ATTACHMENT

2

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(To be scanned in place of tab)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE

*Jr*

APR 28 2002

LUTHER J. [Signature], Clerk  
By: [Signature] Deputy Clerk

TONY BYRON CARR,

Plaintiff,

vs.

WORLD CHAMPIONSHIP WRESTLING,  
INC., and TURNER SPORTS, INC.,

Defendants.

Civil Action File No.  
1-00-CV-1721 (CC)

ORIGINAL

DEPOSITION OF TONY BYRON CARR  
JANUARY 28, 2002  
10:00 a.m.



CERTIFIED COURT REPORTERS



Page 49

1           And I said, well, let me go put my outfit on, so I  
2   put it on, and he looked at it and he shook his head. He  
3   was like, I hope you didn't spend too much money on that. I  
4   was like, what do you mean? He's like, we can't use that.  
5   And I was like, why not?

6           He said, well, it's not realistic, you know, and  
7   like I said, that kind of hit me for a blow because also  
8   they look for realistic characters now, but yet, you've got  
9   this guy Glacier, he comes in the building and makes it  
10  snow.

11          So I'm like, well, that's not very realistic, you  
12  know. That's what he told me. And then later on Rocky King  
13  told me that, you know, they weren't looking for no blacks.  
14  That's what he said.

15          Q.   We'll get to that in a little bit. So you tried a  
16  genie outfit?

17          A.   Right.

18          Q.   And you said Terry didn't like it because he said  
19  it was unrealistic?

20          A.   Right. Jimmy Hart loved it, though. Jimmy Hart  
21  said, oh, that's good. We can use that. We can do that,  
22  but Terry was the head booker and he shot it down.

23          Q.   Okay. When was this? Do you recall?

24          A.   I don't remember.

25          Q.   Do you remember it was early?

Page 55

1 a truck driver. First time he said, I don't know who's  
2 blowing smoke up your ass, kid, but they ain't hiring no  
3 niggers.

4 Q. This is what Jody Hamilton said?

5 A. This is what Jody Hamilton said.

6 Q. When did he say that?

7 A. He said it right before we left Carol Drive. Then  
8 we got up here, when he hired me back as a truck driver, you  
9 know, I told him I still want to wrestle. I still brought  
10 my wrestling gear. I still talked to the bookers. Hey, you  
11 know, if you all need somebody, I want to wrestle. I didn't  
12 come here to be a truck driver. I want to wrestle. So I  
13 was trying to network any way I could to get back in, you  
14 know, so --

15 Q. Okay. And how did that conversation go when you  
16 talked to him about that?

17 A. Well, that's when he said, he said -- this time he  
18 cleaned up. He said, we're not hiring any blacks, you know.

19 Q. Did he refer to anyone in particular.

20 A. No, he just said --

21 Q. Did he give you a name as to who's making this  
22 decision?

23 A. He just said the higher-ups.

24 Q. Okay. But you don't know who actually made the  
25 decision not to give you a wrestling contract?

1           A.   Well, I had been hearing the whole time that Jody  
2   Hamilton was a racist. His brother was in the Ku Klux Klan,  
3   all this stuff here. Jody would say certain things but I  
4   didn't hear that stuff. All I know, I wanted to be a  
5   wrestler, you know. I heard the stuff. I didn't hear it.  
6   I heard the jokes. I heard the comments.

7           Q.   What kind of jokes or comments did you hear  
8   personally?

9           A.   Okay. Well, Sarge, if we call people -- he  
10   referred to this Asian guy as -- who was in the ring,  
11   playing the ring, wrestling around, he's like, there's soul  
12   food and oriental food in the ring or something like that,  
13   you know, stuff like that.

14          Q.   Okay. What else do you remember hearing that you  
15   thought was a racial comment?

16          A.   Taylor Terry would come by and say stuff like  
17   there was a time when the air conditioner broke and he said,  
18   well, you'd better turn the air conditioner on because you  
19   know, these niggers, they can't take this cold weather.

20          Q.   Did you hear that?

21          A.   Yes.

22          Q.   When was this?

23          A.   This was -- can't remember the dates on it.

24          Q.   How long had you been at the Power Plant when that  
25   occurred?

Page 93

1 A. I'd been there for a long time.

2 Q. Okay. Can you give me an idea of when you thought  
3 it was year-wise, what time of year it was? Was it  
4 summertime?

5 A. It was cold, because it was real cold and nobody  
6 wanted to do anything because it was cold down there.

7 Q. So you think it was wintertime?

8 A. I'm pretty sure it was wintertime.

9 Q. You don't remember which year?

10 A. I don't remember what year.

11 Q. Okay. You said some comments about Sarge and a  
12 comment about Terry Taylor. What else do you recall  
13 occurring down at the Power Plant that you think was a  
14 racial comment?

15 A. Like I said, the comments were all, the whole --  
16 even when I came back people were making comments.

17 Q. Well, I need to know, Mr. Carr, what those  
18 comments were, who said them. I can't just have --

19 A. Pick a time. Pick a time.

20 Q. You tell me. I need to know everything that you  
21 recall --

22 A. Okay.

23 Q. -- about comments and who said them and what they  
24 said.

25 A. Okay. I'll get a little bit recent on you then.

Page 95

1           A.    Paul said they're not hiring any blacks. This was  
2 down at the new school, because what happened, went through  
3 tryouts and Jody told me that -- made the comment or  
4 whatever, but I hadn't talked to Paul Orndorff yet.

5           Q.    Okay. So when was this conversation with Paul?

6           A.    This was sometime late '99.

7           Q.    Okay. And what did he say to you?

8           A.    He said they ain't hiring no niggers.

9           Q.    And did he use the word "nigger"?

10          A.    Yes, he did.

11          Q.    Okay. And do you know who he was referring to?

12          A.    Well, I was the only one in the room and I was  
13 trying to get a job.

14          Q.    No, no. When he said "they", do you know who he  
15 meant by "they"?

16          A.    I assume he meant WCW.

17          Q.    But you don't know in particular who he --

18          A.    No.

19          Q.    Did Paul Orndorff ever say anything else that you  
20 thought was racially discriminatory?

21          A.    No, I didn't see Paul a whole lot after that.

22          Q.    Tell me someone else that you believe down at the  
23 Power Plant, said something that you believe was racially  
24 discriminatory.

25          A.    Okay. At the Power Plant. Like I said, Jody

Page 97

1 Q. Okay.

2 A. You know, and then I didn't hear from him for a  
3 while, and then about a month later he called me and asked  
4 me if I wanted to get back on the ring truck, and I said  
5 yes.

6 Q. So he offered you a job on the ring crew?

7 A. Yeah, you know.

8 Q. Any other conversations with Jody Hamilton you  
9 think were discriminatory?

10 A. Okay. All right. What happened, on the days  
11 where I was off, Jody would have me come down there and move  
12 a lot of stuff, you know, rings, you know, just shift stuff  
13 around in the new building here on Log Cabin.

14 I'd unload trucks by myself, move rails, and then  
15 I come back and sit down, I take a lunch break or whatever,  
16 and he had these stories and they start talking about the  
17 problems with the black community.

18 He made this thing about Martin Luther King. He  
19 was like, well, Martin Luther King started all this problem  
20 and that's why black people are having so much trouble now.  
21 He started segregation and a lot of black people got, you  
22 know, sucked up in it because they weren't smart enough to  
23 keep up with the white people, so it's bringing down the  
24 society.

25 That's the kind of comments he was making, you

1 Well, David Crockett, he was Jody's boss, he came  
2 out there and he said, tape those ropes up. We've got to  
3 get it ready. And I told him, it's going to take 45 minutes  
4 to tape those ropes.

5 And he said, get your black ass in there and tape  
6 those ropes, and there was people around, too. Steve Smalls  
7 was one of them. He said, get your black ass back in there  
8 and tape those ropes.

9 And I left after that and I went in the back. I  
10 mean, I was hot. I was really hot after that. This is in  
11 front of -- you know, the whole crowd was there. It was  
12 right by the ringside.

13 Q. Okay.

14 A. You know, I mean, like I say, he just treated me  
15 bad the whole time after that.

16 We had a show out in California, and the way they  
17 did things, I mean, everybody walking around back stage. If  
18 you knew somebody, everybody came around back stage. Just  
19 if you know somebody. I mean, it was ridiculous. All the  
20 people back stage shouldn't have been back there.

21 Well, I've got a friend that's a cop out in  
22 California now and we was going out there and I wanted to  
23 get him, you know, back stage to come back there while I was  
24 working there, you know.

25 Now, just the night before everybody was back

Page 103

1 on the basis of your race and comments or jokes or things  
2 like that?

3 A. I mean, Terry Taylor would say stuff so much, I  
4 just disregarded him.

5 Q. What do you remember Terry saying?

6 A. Well, he was referring to something about -- I had  
7 a BWA shirt on right there at one of the shows. That's  
8 Rocky's company.

9 Q. Okay.

10 A. All right. And I'm wearing the BWA shirt. I  
11 didn't even think about it. I just had a T-shirt over it  
12 because you wear anything when you get on the ring stuff,  
13 and he said something about, wrestling for the Black  
14 Wrestling Association. That was the big joke. He's like,  
15 oh, you're working for the nigger company, you know.

16 Q. Did he say those words?

17 A. Yes.

18 Q. How did you respond?

19 A. Nothing. I mean, Terry was the boss at the time.  
20 You know, I could have went off, but I'm still, even though  
21 I see the environment is messed up, I'm like, well, maybe if  
22 I can get a foothold in there I can, like, get by. I tried  
23 to work around this. I mean, I heard it a lot.

24 Q. Okay. Who else did you hear use words that you  
25 found discriminatory?



Page 111

1           A.     Jamaica. They could be to Canada, you know.

2           Q.     Okay. And you said -- were there some weeks you  
3     didn't work at all and then you said you were very busy in  
4     the beginning, but did it get to the point where there were  
5     some weeks --

6           A.     Well, towards the end when the company was  
7     shutting down, like the last few months, you know, we didn't  
8     work a whole lot then. Like the last couple of months  
9     there.

10                  But at the same time, when I went back to work on  
11     the ring, I even tried to work with security because  
12     security was getting a lot of time on TV, too, and you know,  
13     I approached Doug Dillinger several times and first he kept  
14     giving me the runaround that -- first he'd say, well, you've  
15     got to be a police officer or you've got to, you know, have  
16     had some law enforcement experience.

17                  I was like, well, I used to be in the Marine  
18     Corps. I had top secret clearance or whatever. That  
19     doesn't count, you know. And I keep -- I said, Doug, let me  
20     get out there. Let me get some TV time. You guys are  
21     getting all the TV time and you're not even wrestlers, you  
22     know, and at the end he said, you know, same thing, you  
23     know, he'd say, you know we don't hire no blacks, just like  
24     that.

25           Q.     Doug Dillinger said that?

Page 139

1           They wanted me to put a shirt -- Terry Taylor came  
2 up with this idea, put a shirt on and put like, you know,  
3 "Tank Abbott Sucks" or something like that on the shirt and  
4 start something out of it. I would sit in the audience like  
5 a fan.

6           Well, that was earlier that day. Later on that  
7 day Terry came by and said, they ain't going to believe no  
8 niggers are in Montana. It's going to look like a plant.  
9 He said, I'll pay, you know, but we're not going to use it.

10          Q. Did he pay you for it?

11          A. He paid me for it, but he said, you know, it was  
12 because they ain't going to believe no nigger's in Montana.

13          Q. Did he use those words?

14          A. Yes.

15          Q. You remember him saying that?

16          A. Yes. Like I said, Terry used it a lot. It was  
17 open forum, you know.

18          Q. Did you ever say to him, Terry, don't use that  
19 word?

20          A. I mean, what are you going to tell him? You see  
21 how things work. I mean, these guys can make you or break  
22 you, you know. What are you going to tell them, you know.

23          Q. You never said Terry, look, I wish you wouldn't  
24 call me that?

25          A. No. I just said, Terry, that was messed up and,



## EXHIBIT / ATTACHMENT

AA

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(To be scanned in place of tab)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

WILLIAM BOULWARE, JR.,  
et al.,

Plaintiffs,

vs.

WORLD CHAMPIONSHIP WRESTLING,  
INC.,

Defendant.

)  
)  
)  
)  
) CIVIL ACTION FILE  
) NO. 1:01-CV-0915-CC  
)  
)  
)  
)  
)

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DEPOSITION OF WILLIAM BOULWARE, JR.  
NOVEMBER 16, 2001  
10:09 A.M.

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CERTIFIED COURT REPORTERS

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Page 22

1 wrestlers.

2 Q Do they tape it, or do they broadcast it  
3 live?

4 A Tape it. And then I get it -- I pay to get  
5 it put on TV.

6 Q Well, let me go back. Can you tell me the  
7 name of some of the production companies, the  
8 television companies you've used?

9 A I use who I named. Lot of people I know  
10 directly. I use a guy out of -- out of Griffin,  
11 Georgia. His name is Murrill. I can't think of  
12 Murrill's last name, but most of the people own a  
13 little small company. You probably know --

14 Q Do they provide all the equipment and all  
15 the people to help?

16 A Yes. No. No. They just come in and film  
17 the show. I have most of my guys helping with setup,  
18 and, you know, I could tape the show.

19 Q Now, when you pay all these individuals do  
20 you withhold Social Security and employment taxes on  
21 them, or do you pay them as independent contractors?

22 A I pay them independent contractors, but I  
23 also -- I mean, I pay all -- I pay tax on them.

24 Q So you withhold taxes on them?

25 A No. I don't withhold taxes on them.

Page 23

1 Q So they're responsible for paying their own  
2 tax?

3 A Right.

4 Q Is that true for everybody that you pay?

5 A Oh, yes. Yes. They sign a waiver saying  
6 that they responsible for their own taxes.

7 Q So everybody you hire through Boulware  
8 Enterprises is an independent contractor --

9 A Yes.

10 Q -- of Boulware Enterprises?

11 A Yes.

12 Q Do you keep records on the different people  
13 you hire?

14 A Oh, yes.

15 Q So you have all the pay records of everyone  
16 you pay?

17 A I got everything.

18 Q Every -- every event you've ever had?

19 Everybody --

20 (Whereupon, a discussion ensued off the  
21 record.)

22 BY MR. PONTZ:

23 Q It's hard, Mr. Boulware. If you will just  
24 -- and it's my fault as bad as you, when we got into  
25 kind of a conversational back and forth. Normal

Page 24

1 people talk over each other a little bit because we  
2 can hear fine, but when he's trying to write, I'll try  
3 to pause after your answers, and if you try to just  
4 pause after my question and make sure I'm done.

5 A Yes.

6 Q Let me go back. So you think you have all  
7 the records on all the shows that Boulware Enterprises  
8 has ever put on?

9 A Yes. I know between my wife and my  
10 accountant, yes, they have them.

11 Q What is your accountant's name?

12 A James Brown.

13 Q The same gentleman?

14 A Yes.

15 Q Do you know if he's a certified public  
16 accountant?

17 A Yes, he is.

18 Q And does your wife work for Boulware  
19 Enterprises, Inc.?

20 A Yes. I guess.

21 Q Does she get paid?

22 A No.

23 Q So she helps you, but she's not getting  
24 paid?

25 A I mean, we both don't get paid. We just run

Page 25

1 the company.

2 Q You say you put the television shows that  
3 you tape, the wrestling shows, on television?

4 A Yes.

5 Q Where have you had those put on television?

6 A I just basically, I been running a little  
7 small -- like in Columbus, Georgia, basically a little  
8 cable station that I -- anywhere that I could get it  
9 on.

10 Q Do you know what cable station in Columbus,  
11 Georgia?

12 A Channel 16. I run that for two years.

13 Q Do they pay you for that?

14 A No, no. Pay them for that.

15 Q Do you know where the Channel 16 -- is that  
16 on cable?

17 A It's -- it's on cable.

18 Q Is it a public access station?

19 A It's a little small station.

20 Q Do you know the call letters or anything  
21 like that?

22 A No. I have to look it up.

23 Q Who do you deal with when you deal with the  
24 Channel 16?

25 A Where I previously took my show off there,

Page 46

1 A Yes.  
 2 Q And how long were you with that group?  
 3 A About six months.  
 4 Q And did you continue wrestling through the  
 5 '80s?  
 6 A Yes. All through the '80s.  
 7 Q Were you just wrestling at that time, or  
 8 were you doing anything else in the wrestling  
 9 business?  
 10 A Basically I was doing wrestling.  
 11 Q When did you first make contact with WCW?  
 12 A WCW -- it was not WCW then. It was -- I was  
 13 with NWA. When they -- when Turner Broadcasting  
 14 bought WCW from the Crockett family out of Charlotte,  
 15 North Carolina, I was already working with the  
 16 Crockett family. So when they bought them, I was one  
 17 of the first people that came over.  
 18 Q What were you doing with the Crocketts?  
 19 A Wrestling.  
 20 Q So you were wrestler when then it was NWA?  
 21 A I was. Yes. I was on one of the first  
 22 pay-per-view TV that they had.  
 23 Q Did you wrestle under the name Rocky King?  
 24 A Yes. I wrestled under the name Rocky King.  
 25 and I also wrestled under the name Little Richard

Page 48

1 the Omni, where you're going to have probably 18,000  
 2 people, your pay will go up. You wrestle in a little  
 3 place, say like a club in Georgia and you got 4,000  
 4 people, you get a little percentage of that.  
 5 Q And this is the way most of the wrestlers  
 6 were paid?  
 7 A Yes.  
 8 Q They would be paid for each match?  
 9 A Lot of white guys under contract at the  
 10 time. I remember they first started giving contracts  
 11 out when I was there. I remember some guys when they  
 12 first walked in the door.  
 13 Q But there were a lot of white guys also like  
 14 you just getting paid by appearances?  
 15 A Well, nothing but white guys.  
 16 Q So most of the -- most of the white guys  
 17 were getting paid by appearances like you; right?  
 18 A Yes. Some of them were, yes. Some of them  
 19 were.  
 20 Q Do you know how much were you making at the  
 21 time for the different appearances? Do you recall?  
 22 A It varied. Anywhere from like we would do  
 23 TV, morning TV at Turner Broadcasting, Channel 17 back  
 24 then. And you'd get like \$75. 65, \$75 and you would  
 25 go to a house show. It would be a place people pay to

Page 47

1 Marley.  
 2 Q M-A-R-L-E-Y?  
 3 A Yes. Richard Marley. Yes. Marley, yes.  
 4 Q And so were you still wrestling when the  
 5 company became WCW?  
 6 A Yes.  
 7 Q How many years did you -- well, let me,  
 8 back up from that. Do you remember what year that  
 9 was?  
 10 A If it was, like, the -- if I'm not  
 11 mistaken, it was, like, the first of the '90s.  
 12 When -- 1990s.  
 13 Q First couple years in the '90s?  
 14 A Yes. Like '91, if I'm not mistaken.  
 15 Q And did you continue wrestling with WCW?  
 16 A Yes.  
 17 Q Were you ever signed to a contract?  
 18 A No.  
 19 Q You got paid each time you appeared?  
 20 A Yes.  
 21 Q Was it a set fee?  
 22 A Well, in some cases. Back then, the thing  
 23 what they call they pay you by the match. Like, for  
 24 example, you get some money for your first match,  
 25 depending on where you wrestling. If I'm wrestling in

Page 49

1 get in. It would go anywhere from \$100 to, I'd make  
 2 up to \$500 a night.  
 3 Q And that's what a lot of the wrestlers were  
 4 making? Same amount of money?  
 5 A Yes.  
 6 Q And this was the early '90s?  
 7 A Yes. Real early '90s, yes.  
 8 Q And did you continue wrestling with WCW as  
 9 the years went on into the mid-'90s?  
 10 A Yes.  
 11 Q Were you still just wrestling in, let's say,  
 12 1994, 1995?  
 13 A No. A couple of times I got -- I had a  
 14 couple altercations, and basically they just quit  
 15 using me.  
 16 Q You had altercations?  
 17 A Yes.  
 18 Q Who did you have altercations with?  
 19 A Well, a guy -- I was -- one time they call  
 20 -- they changed my name to Little Richard Marley,  
 21 painted me up, put paint on my face.  
 22 Q What kind of paint?  
 23 A Wall paint. There was a joke going around.  
 24 You know, they painted me up, like they say the nigger  
 25 that was standing out in the yard. And, you know, for

Page 50

1 me it hurt me, but I needed to work. There was only  
 2 -- it was only -- only player in town, so you had to  
 3 put up with it, so Michael one time called me nigger  
 4 in front of the boys.  
 5 Q Who?  
 6 A Michael Hayes.  
 7 Q Is that another wrestler?  
 8 A Yes. He's still working. Now he's working  
 9 for the Federation now.  
 10 Q Mr. Boulwarc, hang on a second. Do you know  
 11 his real name?  
 12 A Michael Hayes. Half of them I didn't deal  
 13 with them on, you know, personal.  
 14 Q When was this?  
 15 A It was, like, 1991 or '92.  
 16 Q Whose idea was it to put paint on your face?  
 17 A Arn Anderson. I never forget that. They  
 18 was setting in the office, and that they talking about  
 19 paint the nigger up, and it was a joke.  
 20 Q Did you hear them say --  
 21 A Yes.  
 22 Q This was back in '90, '91?  
 23 A Yes.  
 24 Q Let's move forward then into the mid-'90s.  
 25 In '94, '95 were you still wrestling with WCW, or had

Page 51

1 you stopped wrestling by then?  
 2 A I was in and out, because we had territory  
 3 back then. You had places like Florida Championship  
 4 Wrestling. You had Kansas City Champion where NWA and  
 5 World Championship Wrestling kind of like a  
 6 partnership because NWA was the signal name before WCW  
 7 came in, so they had all these places you could go  
 8 wrestle back then, so they might -- you know, I'd  
 9 get -- like I find the time, I think I went to Kansas  
 10 City and wrestled for a while.  
 11 Q Was it a different organization?  
 12 A Well, they still NWA. They was still NWA  
 13 partnership.  
 14 Q But that wasn't WCW? You wrestled with NWA?  
 15 A It was NWA was there before -- it was NWA  
 16 before it was WCW.  
 17 Q I understand. But were you wrestling for  
 18 WCW, or were you wrestling for some other  
 19 organization?  
 20 A I worked for a different organization also.  
 21 That's the question you asked.  
 22 Q Other than wrestling services, did you ever  
 23 provide other services to WCW?  
 24 A Yes, I did.  
 25 Q What other services did you provide?

Page 52

1 A I was -- I was in production.  
 2 Q Let's go one at a time. Tell me when you  
 3 were in production with WCW?  
 4 A I was in production from '90 -- I think  
 5 last of '96 until -- until -- until -- basically  
 6 until I left.  
 7 Q When did you leave?  
 8 A I really didn't -- never did leave. Never  
 9 left. I had a contract until the time they was  
 10 closed.  
 11 Q What kind of work -- when you say you were  
 12 in production, what were you doing?  
 13 A Ring crew. You know, ring.  
 14 Q What were you doing on the ring crew?  
 15 A Driving the ring back and forth to a city.  
 16 Q Did you do that in 1996?  
 17 A During '97-'98.  
 18 Q Did you do it after 1998?  
 19 A No.  
 20 Q When you drove the truck, who did you drive  
 21 it with?  
 22 A Oh, God.  
 23 Q Do you remember any of the names of the  
 24 people?  
 25 A Gordon Nelson.

Page 53

1 Q Just Gordon Nelson?  
 2 A Yes.  
 3 Q And were you paid for each time you drove  
 4 the truck?  
 5 A Yes. All -- well, I was an independent  
 6 contractor.  
 7 Q Each time you drove the truck and provided  
 8 services, you'd receive a set amount of pay?  
 9 A Yes. I was independent contractor, and the  
 10 white guy with me was an employee.  
 11 Q Did you work every day doing truck driving?  
 12 A Yes. I was home three or four times a  
 13 month.  
 14 Q Three or four times a month you were home?  
 15 A Yes.  
 16 Q So the rest of the time you were on the  
 17 road?  
 18 A Home.  
 19 Q Did you sign a contract to do these  
 20 services?  
 21 A No.  
 22 Q But you were an independent contractor?  
 23 A Yes. At that time.  
 24 Q And you didn't drive the truck anytime after  
 25 '98?

Page 58

1 A Every day. Well, once they let me become a  
2 referee that I begged for so long, I did it every  
3 night that I was at the show. They would let me --  
4 they made a joke. They give me the dog matches.  
5 Q Let me back up. Who let you become a  
6 referee?  
7 A Who let me become a referee? Well, it  
8 started with, I asked Eric Bischoff, the president,  
9 and he told me I wasn't qualified, and I told him I  
10 was -- I was wrestling before he got in the business.  
11 How could he tell me that I wasn't qualified?  
12 Q But you'd never refereed before?  
13 A Yes. I'd referee plenty of times.  
14 Q With WCW?  
15 A No.  
16 Q Where did you referee?  
17 A Just different shows.  
18 Q Little small, local shows?  
19 A Yes. But it's the same thing. Once you  
20 know how to do it, just like minor league baseball.  
21 Play pros.  
22 Q Were those on live television?  
23 A Some of them was on TV.  
24 Q Were they on live TV?  
25 A No. Not live TV.

Page 59

1 Q Were some of the WCW matches on live TV?  
2 A Yes.  
3 Q So Eric said he didn't think you were  
4 qualified?  
5 A And I told him I thought he was being  
6 racist, and he finally said, no.  
7 I said, well, if you say no, you ain't  
8 racist, they got shows in Disney.  
9 He'd say, fine. Go stay away from me.  
10 Q So he let you go referee down there?  
11 A Yes.  
12 Q At the tapings in Universal Studios?  
13 A Yes.  
14 Q Did you ask anybody else to be a referee?  
15 A Yes. I begged Jody Hamilton.  
16 Q Did Jody select referees?  
17 A Jody was head of the referees.  
18 Q When was this?  
19 A The whole time until, basically, they --  
20 about a year before they left.  
21 Q How do you know he was head of referees?  
22 A He wrote the schedule. You go in the  
23 office, he hired referees. He told you who he's going  
24 to hire and who going to work here and there.  
25 Q So you're saying he scheduled where the

Page 60

1 referee goes. How do you know he hired referees?  
2 A I know. I can tell.  
3 Q Did you see him hire referees?  
4 A He hired his son.  
5 Q Mr. Boulware, how do you know he made the  
6 decision to hire the referees?  
7 A I seen him hire people.  
8 Q Did you see him hire people?  
9 A Like, for example, everyone that was  
10 refereeing from where I left, came in after I started  
11 wrestling. I saw guys, I could think, like, Nick  
12 Patrick one of them, his son. I know all of them  
13 names. I can't think of them now.  
14 Q Who else were the referees that were there  
15 at the time?  
16 A Nick Patrick. I can't think of their names.  
17 I can't think of the name, but I got picture with all  
18 of them.  
19 Q You think Jody Hamilton hired them?  
20 A I know Jody Hamilton hired them.  
21 Q How do you know that?  
22 A Because I seen -- I mean --  
23 Q Did Jody ever say, I hired the referees?  
24 A Yes.  
25 Q When did he say that?

Page 61

1 A He told me that several times. As a matter  
2 of fact, he got mad when I -- he saw me refereeing on  
3 TV, and he got mad, and I came to his school. He say,  
4 you know that no black person go over me and become no  
5 referee.  
6 I told him what Eric Bischoff said. He  
7 said, I don't give a hoot who told you. Then he cut  
8 my booking down -- I had four booking a month that  
9 time -- because Jody didn't like the -- the fact that  
10 I became a referee.  
11 Q This was back in 1996?  
12 A No. This was 1997, '96-'97. I can't recall  
13 the exact year.  
14 Q It was still in the '96, '98 time?  
15 A Yes.  
16 Q So you got opportunities to referee, and we  
17 were trying to figure out how many times you think you  
18 refereed in '96 or '97 or '98. Do you have some  
19 estimate of how many times that was?  
20 A Well, I was at three to four shows a week,  
21 and I referee all the dog matches.  
22 Q What do you mean by dog matches?  
23 A The dog matches, it's a match that they film  
24 but they don't put on TV. And, quote, from Doug  
25 Dellenger, who was the security guard, that is the job



Page 62

1 the nigger do. He said that to me.

2 Q When did he say that to you?

3 A He said that to me, I can't remember the  
4 exact date, but I report -- I got it all written  
5 down. I got a document all of it.

6 Q Do you have those documents?

7 A I got them. My mother got them. Yes. I  
8 got a document. As a matter of fact, he stopped me  
9 one time. I was out putting up the ring, and  
10 Dellenger is head of security. I was putting up the  
11 ring and stuff. We was coming in. He told people,  
12 cut the music. I saw him walk to me. He said, you  
13 know, he ain't having that nigger stuff around here.

14 I lay my head, and I said, Doug, I know  
15 you a long time. Why would you say that in front of  
16 white people? He just walked off.

17 Q When was this?

18 A I can't remember the year. It had to be  
19 about '98.

20 Q Where was it?

21 A I can't remember the time. I got a  
22 document.

23 Q Was it in the arena?

24 A It was in the arena, because as a matter of  
25 fact, I called Time Warner at the time and told them

Page 64

1 we've come up with subsequent to that submission of  
2 those. Based upon what questions were asked in the  
3 initial disclosures, I'm not sure they're covered by  
4 what we have or what he gave me, but I'll check.

5 MR. PONTZ: Are --

6 MR. BREEDLOVE: We're not withholding  
7 anything, is what I'm saying.

8 MR. PONTZ: I understand.

9 MR. BREEDLOVE: I've just never been  
10 asked for all them.

11 MR. PONTZ: Are all your claims from  
12 1990 forward? Excuse me, '99 forward?

13 MR. BREEDLOVE: Yes.

14 MR. PONTZ: He's not pursuing any claims  
15 from pre1999?

16 MR. BREEDLOVE: No.

17 BY MR. PONTZ:

18 Q Mr. Boulware, do you understand you're not  
19 pursuing any claims pre1999?

20 A No.

21 Q You're not?

22 A Wait a minute.

23 Q You're not pursuing any claims for anything  
24 that happened before 1999?

25 A No. No. Everything happened --

Page 63

1 exactly what he said to me.

2 Q What arena was it?

3 A I can't remember exactly. I got the  
4 document.

5 MR. PONTZ: Mr. Breedlove, if I may, has  
6 Mr. Boulware provided you with these document?

7 MR. BREEDLOVE: It's his deposition.

8 MR. PONTZ: I understand. I'd like to  
9 ask you, if I could, has he provided you with the  
10 documents he's talking about?

11 MR. BREEDLOVE: You've asked him about a  
12 number of documents. I'll be more than happy to  
13 discuss what he has provided me with if it's  
14 properly --

15 MR. PONTZ: You filed some initial  
16 disclosures in this case, and those require you to  
17 provide at least a listing, if not a copy, of the  
18 documents you think are relevant to your client's  
19 claims.

20 MR. BREEDLOVE: Right.

21 MR. PONTZ: Do you think those documents  
22 are relevant to your client's claims?

23 MR. BREEDLOVE: They're post -- they're  
24 pre-discovery, and the things that I have to supplement  
25 the initial disclosures with versus the things that

Page 65

1 Q Everything after '99?

2 A Right. You asked me questions about stuff  
3 that happened before.

4 Q I'm just trying to make it clear. That's  
5 fine. Okay. So we talked a little bit about  
6 referees?

7 A Yes.

8 Q And you refereed, you said, in 1996 and 1997  
9 and a little bit in 1998?

10 A Yes, sir.

11 Q What other services did you provide to WCW?  
12 You talked about wrestling with them in the '90s for a  
13 period of time. You talked about working on the ring  
14 crew. You talked about refereeing with them. Did you  
15 provide any other services to WCW?

16 A Yes, I did.

17 Q What else did you provide?

18 A One of them was, I was involved in an  
19 investigation.

20 Q Other than that, did you provide any other  
21 services to WCW? Is that a no?

22 A A no. Not as far as I remember. But I  
23 dealt with a lot of people through WCW since then.

24 Q But you didn't provide any services to WCW?

25 A They told me, don't do nothing.

Page 70

1 18 years in the career. You got to understand, most  
 2 of these guys we used to have a circle, and you see  
 3 these guys all the time. And like you might -- you  
 4 -- well, you at arena or not, you see them. You-all  
 5 go to the same places. I go to places looking for  
 6 talent. I see Nick Patrick. I'd see JJ Dillon. I'd  
 7 see Arn Anderson. I'd maybe see them once or twice a  
 8 week.

9 Q My question, though, about the referees.  
 10 A Yes.

11 Q You'd remembered Nick Patrick's name, but  
 12 you said you couldn't remember the names of other  
 13 referees?

14 A The name Nick Patrick -- give me a minute.  
 15 Q Please?

16 A I'll give it to you. Nick Patrick? It's  
 17 just too far. I mean, I know -- they right in front  
 18 of me, but I can't --

19 Q Well, if you do remember, if you will just  
 20 let me know, or let your lawyer know if it's not  
 21 during the course of the day.

22 A Okay.

23 Q How do you know that -- you said a minute  
 24 ago that you thought they were employees. How do you  
 25 know they were employees?

Page 71

1 A Well, Terry Taylor told me.  
 2 Q What did Terry tell you?

3 A Well, it was a guy came in by the name of  
 4 Chip Crockett. His family used to own the wrestling,  
 5 and we all -- Pez, myself, everybody was sitting there  
 6 and he became an employee.

7 Q Was he a referee?

8 A No. He was an employee. So I went to Terry  
 9 and, I'm saying, how did this guy, white, come on and  
 10 ain't had no experience in the business and become an  
 11 employee?

12 He said, to me, this is the way we  
 13 operate. Turner told us we don't need to use you-all  
 14 niggers. Just like that. Something about survey or  
 15 whatever.

16 And I kept saying, why?

17 He said, we got it from the big office.  
 18 They told us we don't have to use you-all.  
 19 And I asked Terry. I said, well, why?

20 He said, we make employee to people, white  
 21 people, not black people.

22 Q When did he say this to you?

23 A Terry told me this in -- I had this  
 24 conversation with a few of them in the last few months  
 25 before they closed.

Page 72

1 Q Well, back up for a second. You had that  
 2 conversation with --

3 A Terry Taylor --

4 Q -- Terry Taylor. When was that?

5 A That was, like, it had to have been in '98  
 6 or '99.

7 Q Where did that happen?

8 A At one of the arena.

9 Q Was anybody else around?

10 A No. Not at the time.

11 Q And you said you've had a similar  
 12 conversation with other people?

13 A Yes, I have.

14 Q Who have you had that conversation with?

15 A Well, I had a conversation with Arn  
 16 Anderson.

17 Q When was this?

18 A Shoot, probably -- about a month or two  
 19 months before you-all closed, before Turner closed. I  
 20 guess most of the guys was -- I thought they was  
 21 coming down off their bigotry they had been with us,  
 22 but they were mad at Turner because they figured they  
 23 had no job no more. I don't know what it was.

24 I run into JJ. I run into Paul Orndorff.  
 25 Paul called me about using the kid in my wrestling

Page 73

1 organization, and I replied to Paul, I said, why now  
 2 you-all want to work with me when I been trying to be  
 3 a referee, I been trying to put my company out there?

4 And Paul basically told me that they had  
 5 got some word from Turner Sports that black people  
 6 don't buy tickets; they don't use no niggers.

7 Q Paul said that to you?

8 A Yes. Paul said that to me. I was Paul  
 9 partner one time, so I been knowing him for over the  
 10 period of time, and the word nigger, buckwheat,  
 11 crackhead, you got to understand, was something they  
 12 used. I mean, it wasn't --

13 Q When you say they, who are they?

14 A Well, Jody Hamilton, JJ Dillon, Paul  
 15 Orndorff, Mike Wenners. All employees. Doug  
 16 Dellenger.

17 Q Let me get back to your point. We'll talk  
 18 about that a little more, but let me get back to your  
 19 point. You said that you believed referees were  
 20 employees, and what I want to know is, what evidence  
 21 do you have --

22 A Nick told me.

23 Q -- that they were employees?

24 A Me and Nick was going down the road one day,  
 25 and Nick, I would say, about, I need some insurance

Page 74

1 for my daughter.  
 2 And Nick said, you don't have no  
 3 insurance?  
 4 I said, well, could I have insurance?  
 5 He said, well, you know, we all employee.  
 6 We got insurance.  
 7 Q Who?  
 8 A Nick Patrick. That was Jody Hamilton's  
 9 son.  
 10 Q Did he say who the "we" was?  
 11 A The "we," that's the referees. That's what  
 12 he was saying to me.  
 13 Q Did he say referees?  
 14 A He said referees, we have insurance.  
 15 Q Did he say the referees have insurance?  
 16 A Yes. He said he had insurance, and we all  
 17 have insurance. I took that to be that he was talking  
 18 about the referees.  
 19 Q That's what you believed he was talking  
 20 about?  
 21 A Right.  
 22 Q But he didn't specifically say --  
 23 A He said he had insurance.  
 24 Q But he didn't say the referees have  
 25 insurance?

Page 75

1 A He said, I got insurance, and we have  
 2 insurance. So the we, I took --  
 3 Q Is that all the evidence that supports your  
 4 belief that they were employees?  
 5 A Well, like I say, Chip Crockett, he was on  
 6 the production crew, and he had never did no  
 7 production, and he came right in and made insurance.  
 8 Q My question, though, Mr. Boulware, has to do  
 9 with referees, and you said Chip Crockett was not a  
 10 referee?  
 11 A No. He wasn't.  
 12 Q So is the evidence that you believe the  
 13 referees were employees, that conversation you just  
 14 mentioned with Nick Patrick?  
 15 A Yes. And lot more stuff that was going on  
 16 around the time.  
 17 Q What else?  
 18 A Like I just said, the Crockett, those  
 19 events. Guy would sit at home and wouldn't get -- I  
 20 mean, didn't come to work and was getting paid. I  
 21 mean, it was just -- it was a racist atmosphere. You  
 22 got to be there to know about it.  
 23 Q Again, Mr. Boulware, you need to listen to  
 24 my question carefully. What I'm asking you for is all  
 25 the evidence that you believe supports the statement

Page 76

1 that you made that the referees were employees? And  
 2 you told me about Nick Patrick. You told me about  
 3 Chip Crockett. Is there any other evidence that you  
 4 have that you believe supports your statement --  
 5 A Yes.  
 6 Q -- that the referees were employees?  
 7 A Some of the conversation I had with guys  
 8 like Kevin Sullivan.  
 9 Q What conversation did you have with Kevin?  
 10 A Kevin basically told me that -- you want to  
 11 know what he told me, or just about the employee?  
 12 Q I want to know what he told you.  
 13 A Well, he told me basically I was getting  
 14 screwed. He told me that I put in for the minor  
 15 league program, that they had two more white groups,  
 16 out of -- one out Nashville, one out of Ohio. Gave  
 17 them \$100,000 apiece and the truck and gave them rings  
 18 and stuff like that.  
 19 Q Why does that make you believe that the  
 20 referees were employees?  
 21 A Because they did everything else like that.  
 22 I mean, that was -- that was their policy, treating  
 23 blacks bad and whites -- I mean the good old boy  
 24 system.  
 25 Q So are you basically telling me the reason

Page 77

1 you feel like the other referees were employees was  
 2 because there was discrimination going on?  
 3 A And Nick told me. Yes. And then Arn  
 4 admitted -- well, Terry admitted to me that they was,  
 5 like, employees around there that had came on, white  
 6 guys, since I'd been there all them years and wasn't  
 7 no employee.  
 8 Q Not specifically referees? Just other  
 9 people?  
 10 A Referee and other people. Nick Patrick, for  
 11 example. Because I asked him about -- I was a  
 12 production and referee, so the job was basically about  
 13 the same. I mean, it was different, but everybody was  
 14 on that same -- it was employees, and, you know, you  
 15 be independent contractor.  
 16 Q Was Nick -- do you know, was he providing  
 17 any other services?  
 18 A No. He didn't have to. His daddy was boss.  
 19 Q Do you know what Nick Patrick did for WCW?  
 20 A Referee.  
 21 Q Do you know if he did anything else?  
 22 A Well, they made him -- also later on they  
 23 made him road agent.  
 24 Q So he was providing road agent services?  
 25 A Yes. But wasn't no black road agent either.

Page 94

1 Q Let me finish, please. I know it's hard. I  
 2 know it's hard. Did you approach WCW and say to the  
 3 WCW folks, I have a wrestling promotion, and I'd like  
 4 you to send your talent to wrestle with my promotion?  
 5 A Yes.  
 6 Q Who did you talk to about that?  
 7 A Down the line --  
 8 Q Give me one at a time?  
 9 A You want Time Warner?  
 10 Q At WCW?  
 11 A JJ. I --  
 12 Q When did you talk to JJ about it?  
 13 A I talked to JJ on several occasions.  
 14 Q Do you remember what years these were?  
 15 A It was the last few months of the thing I  
 16 kept, because I just didn't want to sue this. I  
 17 wanted to come back to work and, you know --  
 18 Q What did JJ say?  
 19 A Well, he basically told me -- a couple times  
 20 he gave me the -- he'd talked to the big people, and  
 21 then he kind of, like he said to me a couple time that  
 22 they just -- they didn't want to fool with me.  
 23 Q So JJ said that wasn't his decision to make?  
 24 A Well, he said that he had to talk to the  
 25 other people at Turner. But he was in charge.

Page 96

1 I have records most of them, records of calling and  
 2 talking to them. Yes. I run into him all the time,  
 3 like we go to -- I go places and scout for talent,  
 4 and I would see Terry. I'd see Arn and guys like  
 5 that, and we knew each other.  
 6 We was sitting there talking, and at the  
 7 end they just basically -- would most of them  
 8 basically told me the truth. That they wouldn't --  
 9 when they call, that Turner told them they did a  
 10 survey, whatever, and black people weren't coming to  
 11 the matches, and they weren't using all the blacks.  
 12 Q But you weren't talking about wrestling now.  
 13 You're talking about using wrestlers from WCW to --  
 14 A I talked to all of them. All the wrestling  
 15 too. I still could wrestle.  
 16 Q Is your claim on behalf of Boulware  
 17 Enterprises, just the claim that they didn't use you  
 18 and sign a contract with you to provide training and  
 19 wrestling opportunities?  
 20 A Not only that. I was shut out. I was shut  
 21 out of the arena. I went to Channel 34 one time. I  
 22 got pay-per-view there too also, and a few small  
 23 wrestling organizations. I tried to get -- to buy a  
 24 spot on TV. They looked at my tape, and they came  
 25 back -- basically I sit there and told them that we

Page 95

1 Q Who is the next person other than JJ that  
 2 you talked to?  
 3 A Talked to Terry Taylor.  
 4 Q What did you ask Terry about?  
 5 A I asked -- I showed Terry what I had. We  
 6 sat down and ate lunch. I showed him about, you know,  
 7 the group of guys I'd put together. My ring. I was  
 8 insured. I show him my charity groups that I was  
 9 doing right here in Atlanta.  
 10 Q And what did he indicate about --  
 11 A He told me it was real good. He told me it  
 12 was real good.  
 13 Q Did he say he was in a position to hire --  
 14 A Yes.  
 15 Q -- your company?  
 16 A He told me yes, he was going to go to JJ.  
 17 He thought this was a great idea. Give it a little  
 18 time. I kept calling him back.  
 19 Q Was this during the few months before WCW  
 20 closed down?  
 21 A I talked to him, yes.  
 22 Q Is that when you talked to him? That period  
 23 of time?  
 24 A Yes. I talked to him over the period of  
 25 time for two years, the last one from '99 to probably

Page 97

1 got Turner stuff coming out here, legal problem with  
 2 Turner, like I haven't sued nobody. We can't deal  
 3 with you.  
 4 Q Who told you that?  
 5 A There are people at Hot Atlanta. That was,  
 6 like, a year, year and a half ago. I went to, like,  
 7 for example, Jody Hamilton to sell a lot of rings that  
 8 he got from WCW, and I try to buy rings and stuff, but  
 9 they triple the price on me.  
 10 Q How do you know that?  
 11 A Because I get people that bought rings.  
 12 Q Like who?  
 13 A I got a list of them. I got of list of  
 14 people that Jody had sold rings they had made, and if  
 15 you want to know the truth, they overcharged WCW for  
 16 the charge of the ring. They had to get the ring, and  
 17 they'll sell it to -- I mean, I had people -- several  
 18 people approach me about rings. I had went to shows  
 19 and seen people with WCW logos on the ring, and I  
 20 went, like, where you-all get that from?  
 21 Jody Hamilton.  
 22 Q You have this list in your possession?  
 23 A I got it somewhere. I don't know where. I  
 24 kept a lot of documents on all the stuff that went on.  
 25 Q We need you to find that documentation.

Page 98

1 We're going to make a request of your attorney for the  
2 appropriate documentation.

3 A I got enough of it.

4 Q Anything else that you believe that we  
5 haven't talked about that you were discriminated  
6 against on the basis of your race in placement with  
7 WCW?

8 A Yes. Oh, yes. Few things. You showed me  
9 that policy there. I think if you look under there,  
10 that they have a policy, no touch. You put your hands  
11 on someone, you get fired. I had a guy by the name of  
12 Steve Barry, who was the head of the production crew  
13 for all the setup, walked up one day mad and pushed  
14 me. I had four different witnesses. Nobody --  
15 people that seen it. They walked to me and said, why  
16 did he do that to you? And I called Turner. I called  
17 Time Warner, everybody.

18 Q When was this, Mr. Boulware?

19 A It was, like, it was -- it was '90 -- it  
20 was actually before '99, but I'm going to continue the  
21 story. He pushed me, and I called everybody and made  
22 a complaint about it. He was still working there to  
23 the day they closed, but I saw this gentleman in the  
24 year of -- I saw him a couple of times, but I saw him  
25 one time at the Good Old Day. Good Old Day was a

Page 100

1 I went, like, what? It was unbelievable.

2 Q Now I'm asking you -- again, I appreciate  
3 you telling me about that, but again, what I was  
4 asking you about is opportunities in placement that  
5 you didn't get with WCW. Okay. You've told me about  
6 a few of them. Are there any other opportunities for  
7 placement that you believe you didn't get with WCW?

8 A Yes. Yes.

9 Q What would that be?

10 A I still wrestle on a regular basis. I could  
11 have wrestled. I apply for that job, but like I say,  
12 referee; thousand dollar made in referee. Promotion.  
13 The minor league program, the way I understood from  
14 three of the bookers, that they pay three  
15 organizations, miles away, \$100,000 apiece, and that  
16 100,000, I probably could have made a lot of money on  
17 that. And I was ready in Atlanta, and I was an  
18 employee.

19 Q Mr. Boulware, let me ask you about that.  
20 How do you know that? Who told you that?

21 A I got it from the bookers.

22 Q Who?

23 A Terry told me. Kevin Sullivan told me. I  
24 can name the list.

25 Q Well, I'd ask you, if you would, Mr.

Page 99

1 place we go, all WCW, talented young guy would go and  
2 wrestle outside. They do it on Friday night.

3 So I run into Steve one time. I was  
4 really mad at him. He called me to the side. He  
5 apologized to me about it, and he said to me -- and I  
6 asked him, I said, well, you know, my whole thing is,  
7 why would they do that? They know this is against the  
8 law.

9 He said, you know Buff slap the cameraman.  
10 They don't do nothing to us for doing that to you-all.  
11 He just walked off.

12 Q And you said this incident with Mr. Barry  
13 was before 1999?

14 A No. No. He slapped me. He pushed me  
15 before '99, but he told me in 2001 why he did it, and  
16 wasn't nobody going to bother him about it.

17 Q Why did he push you?

18 A He said because nobody going to do nothing.  
19 He was upset. Something happened to his family life,  
20 and he just at the time, anybody ran into him, he  
21 didn't care. He pushed me. I had evidence he did it,  
22 and he made the statement to me about Buff slapping  
23 the cameraman. He said, you see what they did to  
24 Buff? They didn't do nothing to Buff. He slapped the  
25 guy. Steve Barry said this.

Page 101

1 Boulware, tell me who told you that, and I'm going to  
2 ask you what they told you.

3 A Okay. I will.

4 Q Terry -- you said Terry Taylor?

5 A Yes.

6 Q What did Terry tell you?

7 A Terry told me finally, after they gave one  
8 of the guys, Birch Prentice -- I think he was in  
9 Nashville.

10 Q What was his name?

11 A Birch Prentice.

12 Q And who was Mr. Prentice?

13 A Prentice was a guy that run organization  
14 like I was running.

15 Q Out of where?

16 A Nashville.

17 Q What did Terry tell you about Mr. Prentice?

18 A He told me that Mr. Prentice was a friend of  
19 his, and he said, I got to get a contract to him. No.  
20 He talked to -- after he'd gave a contract. When I  
21 called him up, I said, Terry, why? I said, I'm here.  
22 Turner don't have to pay no money to fly nobody out.

23 And they always said, it's not our money;  
24 it's their money. We don't care.

25 I asked him, I said, because I'm black?



Page 102

1 He asked me, what do you think? What do  
 2 you think? Yes, it's because you're black.  
 3 Q So he didn't say that? You asked him if it  
 4 was because of your race, and he said, what do you  
 5 think?  
 6 A Yes. Because you're black; what do you  
 7 think?  
 8 Q Did Mr. Taylor say it was because you were  
 9 black?  
 10 A Yes.  
 11 Q When did he say that?  
 12 A When did Terry tell me this? It was after  
 13 Birch got the minor league program.  
 14 Q Do you remember when that was?  
 15 A I can't tell you the exact date, but I can  
 16 look it up.  
 17 Q You don't know whether Mr. Taylor made the  
 18 decision to sign that contract with Birch Prentice, do  
 19 you?  
 20 A He said he did.  
 21 Q But you don't actually know whether or not  
 22 he did?  
 23 A I'm telling you what he said.  
 24 Q I understand you say Mr. Taylor said he did,  
 25 but you don't actually know that? You weren't in the

Page 104

1 didn't call me back and say yes or no or nothing.  
 2 Q So you don't know what went into the  
 3 decision WCW made to give Mr. Prentice this contract?  
 4 A No. But --  
 5 Q That's fine. Now, was there another  
 6 organization besides Mr. Prentice's organization?  
 7 A Yes. There was a guy in Cleveland, Ohio.  
 8 Cincinnati, Ohio.  
 9 Q Where in Ohio?  
 10 A Cincinnati, Ohio. And this guy name -- he  
 11 used to wrestle with me. His name is -- I can't think  
 12 of his name right now, but you have it on your record.  
 13 I'm pretty sure you do.  
 14 Q You don't remember the name?  
 15 A I got his name in my file, but I can't  
 16 remember right offhand.  
 17 Q Do you know how long he'd had this wrestling  
 18 business?  
 19 A No, I don't.  
 20 Q And do you know anything about the wrestling  
 21 -- that business in terms of what his qualifications  
 22 were to run it or what he told WCW he was capable of  
 23 doing?  
 24 A No. I have no --  
 25 Q And you don't know exactly how much they

Page 103

1 room? You didn't see him sign the contract?  
 2 A Because more people told me.  
 3 Q Who else told you that?  
 4 A Kevin Sullivan.  
 5 Q Told you what?  
 6 A That Terry Taylor, they was discussing who  
 7 to give the minor league program to? And Birch  
 8 Prentice was an old friend of Terry Taylor, and Terry  
 9 stood up and say he'll say he'll vouch for him and,  
 10 you know, they should give him the money and the ring.  
 11 Q Do you know how long Mr. Prentice had this  
 12 program?  
 13 A I know a lot about Prentice, though.  
 14 Q Answer my question. That's fine. Do you  
 15 know how long Mr. Prentice had this program?  
 16 A No.  
 17 Q Do you know how many people he'd trained in  
 18 this program or how many opportunities or how many  
 19 shows he had each year?  
 20 A I know that a lot of stuff that he had  
 21 claimed that he had did, he hadn't did.  
 22 Q Do you know what he told WCW about his  
 23 qualifications and his experiences and his background  
 24 and his skills? You don't know that, do you?  
 25 A No. I know what I told him about mine. He

Page 105

1 paid him, do you?  
 2 A I know what they told me.  
 3 Q What did they tell you?  
 4 A They give him \$100,000.  
 5 Q This was -- Terry told you that?  
 6 A Terry told me that, and Kevin Sullivan told  
 7 me. It was a known fact when they put everything on  
 8 the Internet, once they do it.  
 9 Q And other than what Terry Taylor told you  
 10 about who made the decisions, you don't have any other  
 11 evidence about who made these decisions to hire these  
 12 companies or do contracts with these companies, do  
 13 you?  
 14 A No.  
 15 Q Did anybody else besides Terry Taylor and  
 16 Kevin Sullivan tell you anything about these minor  
 17 league contract deals?  
 18 A Yes. Paul Orndorff.  
 19 Q What did Paul tell you?  
 20 A Paul basically told me they gave Birch, I  
 21 think \$100,000. They gave him a truck. And he was  
 22 kind of mad at him because he figured that they were  
 23 throwing away a lot of money because you got -- after  
 24 all, you got to fly guys up there. You got to get  
 25 guys there to the show where we had -- knowing that I

Page 118

1 make -- he would take his place, but the other guy  
2 would come back and work again.  
3 Q Do you know what qualifications this company  
4 here in Atlanta that was doing work with WCW had to  
5 provide those services?  
6 A It wasn't better than mine, I guarantee you  
7 that.  
8 Q Do you know what their qualifications were?  
9 A Just a little wrestling organization that --  
10 just like mine, out there working, and it was white  
11 also.  
12 Q Do you know what services they provided to  
13 WCW?  
14 A All I know is that they took guys from the  
15 training power plant and they used them on live shows,  
16 same show -- type of show that I had.  
17 Q Do you know what else they might have done  
18 with WCW?  
19 A No. I have no idea.  
20 Q And you don't know how much they got paid to  
21 do that, do you?  
22 A No.  
23 Q And you don't know what the terms and  
24 conditions of the deal was, do you?  
25 A I'm pretty sure the record would tell it,

Page 119

1 though.  
2 Q But you don't know that?  
3 A I don't know.  
4 Q And you don't know who made the decision to  
5 pick them?  
6 A I just know what I was told. I have no way  
7 of knowing -- I wasn't there when they say, here is  
8 the job. I know they hired these people, and they  
9 overlooked my company and my skills, over 20 years in  
10 the business.  
11 Q As to this third company, you don't know  
12 what that company's skills or background was in the  
13 business, do you?  
14 A No.  
15 Q And you don't know what criteria they  
16 weighed or considered in deciding to choose that  
17 company, do you?  
18 A No. But what I do know is in all the past  
19 stuff they went, picked their buddies and their white  
20 counterparts and didn't hire anyone that was black. I  
21 mean, it wasn't no black in the whole management for  
22 WCW, period.  
23 Q And you don't know what other companies  
24 sought to provide those kind of skills and training  
25 for programs and live opportunities? You don't know

Page 120

1 what other companies provided those kinds of things to  
2 WCW, or -- let me rephrase that. Let me take that  
3 back. Do you know if there were other companies  
4 besides those three who sought to work with WCW and  
5 provide the same kind of programs?  
6 A I have no idea what record they would have  
7 of who applied for a job.  
8 Q I'm not asking what records they have. You  
9 don't know anybody else who might have applied for  
10 those opportunities, do you?  
11 A I just know what they might have said. I  
12 mean -- I don't know, no.  
13 Q There might have been other folks that were  
14 turned down for those opportunities? There might have  
15 been other companies that came and said, I want to  
16 provide you minor league wrestling services and WCW  
17 said no?  
18 A There ain't that many. You talk like it's a  
19 thousand of them out there. It ain't that many. It's  
20 very few. It's only two large wrestling company in  
21 the country, and only a handful of wrestling minor  
22 companies in the country that legitimate, people that  
23 been in the business, that know the business. You  
24 might have somebody just like, a paralegal, your  
25 lawyers, that are different, you know. Just -- it

Page 121

1 just ain't that many people.  
2 Q Well, how many are there? Do you know?  
3 A I'd say ten at the most, probably.  
4 Q And so you know about ten or so?  
5 A I been in the business 21 years.  
6 Q You don't know if any of those other ten  
7 that we haven't talked about came to WCW and said, I  
8 want to provide services and WCW said, no thanks?  
9 A Well, they didn't tell me no thanks. They  
10 just didn't call me.  
11 Q So you don't know?  
12 A I don't know.  
13 Q Talking about your claims of compensation  
14 discrimination, pay discrimination, tell me what you  
15 believe -- what evidence you have that you were paid  
16 differently than others because of your race?  
17 A Okay. For example -- I'll use Terry Taylor,  
18 for example. Me and Terry Taylor basically broke into  
19 the business at the same time. He had no more  
20 knowledge of the business than what I have. He  
21 probably made 200, \$300,000 for the last four or five  
22 years, or more.  
23 I could name a guy like Jimmy Hart, for  
24 example. These guys I broke in the business with. I  
25 wrestled with. When I refereed with, they just passed

Page 122

1 them over. They had young guys come like I mentioned  
2 the guy, a distant friend. This kid come in, white  
3 guy. I mean, basically couldn't even wrestle. They  
4 made -- from wrestle, they know he was a booker. He  
5 had no prior qualifications of that. I mean, I'd been  
6 wrestling ten years before he even got in the  
7 business.

8 Q So, Mr. Boulware, is it your complaint that  
9 you didn't get these job opportunities? It's not  
10 really that you didn't get paid the same as them?  
11 It's --

12 A I didn't get the paid the same also.

13 Q Because you weren't doing the job; right?  
14 You said you couldn't get the job?

15 A Well, for example, when I was ring -- the  
16 ring guy, where they call ring boy, or ring guy, they  
17 have a guy that was over here making \$50,000.

18 Q Who?

19 A Gordon Nelson.

20 Q Was Pez Whatley making \$50,000?

21 A Not at that time. Not at that time.

22 Q Did he make \$50,000 on the ring crew? Do  
23 you know?

24 A I don't know exactly what he made, but he  
25 got a raise after I complained so much to Time Warner

Page 124

1 the clique.

2 Q Did Terry Taylor say the reason you were  
3 paid differently than Mr. Nelson was the color of your  
4 skin?

5 A Yes. He said that.

6 Q Did he say those words?

7 A He said that, oh, yes.

8 Q What words did he use?

9 A He use several different -- I talked to him  
10 several different times.

11 Q What do you remember him saying?

12 A I remember him basically telling me -- do  
13 you want me to use a good example?

14 Q What I'd like you to do is tell me what he  
15 said. Not basically what he said, but --

16 A I can't remember the exact words he said.

17 Q Tell me what you remember him saying.

18 A I remember him telling me about that I knew  
19 how -- what was going on. Why would I keep bothering  
20 him, because things wasn't going to change. And I  
21 asked him a couple times, why? And that when I --  
22 finally everybody started telling me -- everybody,  
23 meaning JJ, Dusty -- I even talked to Dusty about it  
24 also. He was in management. That the Turner people  
25 basically told them, when no black people come to the

Page 123

1 and the Turner people, then they gave him --

2 Q How do you know how much Mr. Nelson was  
3 making?

4 A He told me several times. We rode the truck  
5 together. He laughed about it. He laughed about it.  
6 He made a joke about it. It was out in your face. It  
7 wasn't like they here behind your back and you hear  
8 them whispering. They would say it to your face.  
9 They have no problem with saying it.

10 Q Other than Mr. Nelson telling you what he  
11 made, do you have any other evidence as to what he --

12 A Him, Klondike -- Bill Klondike, Chip  
13 Crockett. I mean, the list go on.

14 Q I need you to listen to my question, Mr.  
15 Boulware. My question was, other than Mr. Nelson  
16 telling you how much Mr. Nelson made, do you have any  
17 other evidence how much Mr. Nelson was paid?

18 A Yes.

19 Q What's your evidence?

20 A I have -- Terry told me. We talk about it  
21 all the time.

22 Q What did Terry tell you?

23 A Terry basically told me -- I asked why my  
24 pay different from theirs, and it always basically  
25 come back, the color of your skin, and you're not in

Page 125

1 show, then they didn't have to use no black, period.  
2 I don't know if it was true. I know they told me.

3 Q This is Terry Taylor?

4 A Terry. JJ told me the same thing. Am  
5 Anderson. The list go on. Each one of them sit down  
6 basically when we was away from all the record and  
7 stuff going on and look me in the eye and told me that  
8 was the reason I wasn't getting no promotion and why I  
9 wasn't going to be nothing but the worst job that they  
10 could give me. And they basically told me that.

11 Q What other evidence do you have that  
12 supports your claim that you were paid differently  
13 because of your race?

14 A Well, okay. Chip Crockett back again. We  
15 was in Philadelphia, and I had just received my  
16 paycheck, and I had my check, and Chip telling me, he  
17 said, well, I got direct deposit. Well, how you get  
18 direct deposit? You're not no employee.

19 He said, oh, you didn't know? I'm an  
20 employee, and I can get paid more than you. And even  
21 I showed him my check. He said no, I got a guaranteed  
22 salary. I don't get paid by the low end.

23 I'm, like, how can you do that and you  
24 came here probably 16 years after I been in the  
25 business?



Page 126

Page 128

1 Q What kind of job was Chip Crockett doing?  
 2 A Ring crew.  
 3 Q Was he driving the truck?  
 4 A Yes.  
 5 Q What else was he doing?  
 6 A That's it.  
 7 Q Do you know if he was doing anything else,  
 8 or that's all you saw him do?  
 9 A That's all he was doing.  
 10 Q Did you see him do anything else?  
 11 A That's all he was doing.  
 12 Q How do you know he wasn't doing anything  
 13 else?  
 14 A Wasn't doing anything else. I hung around  
 15 with him.  
 16 Q Every day?  
 17 A Basically, every day. Because we was on the  
 18 road together most of the time.  
 19 Q But he wasn't in your truck with you?  
 20 A No, but we was all the time. He live at the  
 21 Ramada. I live in Riverdale. He call me for favors,  
 22 like pick him up -- he didn't have a car -- from the  
 23 airport.  
 24 Q When you were on the road for three or four  
 25 days driving the truck, you wouldn't be around Chip

1 Q But you're not saying you were paid less  
 2 than somebody because you weren't actually working to  
 3 get paid; right?  
 4 A Which time are you talking about?  
 5 Q Well, you tell me.  
 6 A I don't know. You ask me the question.  
 7 Q It's your claim, Mr. Boulware. What I'm  
 8 asking you to tell me is why you believe you were paid  
 9 less because of your race? Tell me all the instances,  
 10 all the situations in which you believe you were paid  
 11 less because of your race and why you believe that?  
 12 A Well, I believe that because I got it from  
 13 people that were credibility people, I assume at the  
 14 time, and they was in charge of WCW.  
 15 Q And I'm asking you, Mr. Boulware, give me --  
 16 I'll give you an example. Okay? If I'm working and I  
 17 have a lawyer working next to me --  
 18 A Yes.  
 19 Q -- and I feel like we're doing the same work  
 20 and I feel like he's making a different amount of  
 21 money than me, then maybe I wonder why. Okay? Does  
 22 that make some sense to you?  
 23 A Yes.  
 24 Q Are there similar situations that you have  
 25 like that?

Page 127

Page 129

1 Crockett?  
 2 A Somehow, the crew always hook together.  
 3 Sometimes we do two shows. We do shows together,  
 4 like, for example, one show might be in some one part  
 5 of the Pennsylvania. We'd be in Pittsburgh. So when  
 6 they get through there, they come there. Now, and we  
 7 all meet there. I've seen them about -- I would say  
 8 once to three times a month, four times a month.  
 9 Q Other than what you now told me about Chip  
 10 Crockett and what you told me about Gordon Nelson and  
 11 the statements that other people made about them, what  
 12 else do you believe supports your claim that you were  
 13 paid differently because of your race?  
 14 A Because I was told by the management, Terry  
 15 Taylor, JJ Dillon, all of them, they told me.  
 16 Q What role were you in when you were talking  
 17 with them about your pay? Was this when you were on  
 18 the ring crew?  
 19 A That was on the ring crew. When I got off  
 20 the ring crew, I talked to them about coming back to  
 21 work.  
 22 Q So that's not really a claim that you  
 23 weren't paid? That's a claim that they wouldn't bring  
 24 you back to work?  
 25 A That was two claims, though. You asked me.

1 A I can't remember right now.  
 2 Q You can't remember at all?  
 3 A I can't remember right now.  
 4 Q So is there anything else besides what we've  
 5 talked about already that supports your claims of  
 6 being paid differently?  
 7 A I can't remember right now. It's a whole  
 8 bunch of stuff you asked me.  
 9 Q I mean, that's what you're here for.  
 10 A I'm sorry. I can't make my mind remember  
 11 stuff I can't.  
 12 Q That's fine. And that's all I'm asking you  
 13 is everything you can tell me sitting here today.  
 14 A I tell you the truth what I know, and if I  
 15 can't remember, I say I don't remember.  
 16 Q So we've talked about everything that you  
 17 can remember that supports your claim for compensation  
 18 discrimination, pay discrimination?  
 19 A Have we talked about everything?  
 20 Q Is there anything you can think of that we  
 21 haven't talked about that supports your claim of --  
 22 A Pay discrimination? Oh, yes. That I can  
 23 remember.  
 24 Q That's a yes?  
 25 A Yes. That I can remember.

Page 134

Page 136

1 crew?

2 A Well, I was -- Terry Taylor. I'm sorry.

3 Terry Taylor.

4 Q How do you know Terry made that decision?

5 A He told me.

6 Q Did he tell you why he made that decision?

7 A He just told me that the only job they'd let

8 me have.

9 Q When did he tell you this?

10 A That was '96, '97.

11 Q Did you think about going to try to wrestle

12 someplace else?

13 A Ain't nowhere to go.

14 Q Did you call WWF?

15 A WCW and WWF is -- is competitive.

16 Q Right.

17 A If they don't give you a chance to do

18 nothing here, ain't nobody else going to give you a

19 chance.

20 Q Did you call WWF to ask?

21 A No, not really.

22 Q You didn't say, hey, I'm a wrestler here at

23 WCW; they're not letting me wrestle anymore; let me go

24 talk to somebody else about wrestling?

25 A No. I kept staying where I was here. I

1 making a night?

2 A A lot of them make a thousand dollars,

3 \$1,500 a week.

4 Q How do you know that?

5 A I seen some of the checks.

6 Q And they were making \$1,000 a week?

7 A A week. Right.

8 Q How many nights a week were they working?

9 A Three, four.

10 Q And --

11 A But they had a contract, and that's what was

12 different.

13 Q Did you see any of the contracts?

14 A I seen guys with contracts. Never did sit

15 down and read their contract.

16 Q How do you know they had a contract?

17 A I mean, I seen them. I mean, they would be

18 sitting around reading the contract before they sign

19 them. We'd be on the plane or something, or I'm in a

20 Marriott or something. You sit there like Nick. I

21 knew Nick 15, 18 years.

22 Q Did Nick have a contract?

23 A Yes. Nick had a contract.

24 Q Did you see Nick's contract?

25 A Yes.

Page 135

Page 137

1 been here all the time.

2 Q But you could have left Atlanta or could

3 have left WCW and tried to get a job with WWF, right,

4 and you didn't?

5 A No, I didn't.

6 Q And then you talked about -- well, let me

7 make sure I got it right. Referee contract, who

8 denied you a contract as a referee?

9 A Well, basically the whole wrestling office

10 people that were in promotion.

11 Q Do you know who made the decision not to

12 make you a referee?

13 A Well, I became a referee, but I didn't get

14 the pay, and the last time I talked to JJ about it,

15 and JJ -- actually I asked him about a contract. I

16 kept asking him every week about a contract. He

17 finally pulled me off and he told me, Eric Bischoff

18 wasn't going to give me a contract. I asked him why.

19 He said, because I'm black, but he told me

20 what he would do for me was give me \$200 a night just

21 to keep quiet and stay out of his way.

22 And I told him, that still ain't fair.

23 He said, that's the only thing I can do

24 for you. Take it or leave it.

25 Q Do you know how much the other referees were

1 Q Anybody else's contract you saw?

2 A No. Just what guy told me they had, either

3 contract or a deal. Lot of times the deal was that

4 you guaranteed a certain amount of money, every week.

5 Q Who told you that they had a deal? Anybody

6 else besides Nick or -- that you can remember?

7 A Basically, everyone that was in the

8 business.

9 Q And you can't remember who those folks were?

10 A I mean, I can start naming peoples. I mean,

11 Terry. I saw him when he left and went to New York,

12 and he came back after all the racist stuff that was

13 made. He got a job there. I saw him there tell me

14 about contract. He told me he had a 90-day probation

15 period on it.

16 Q But he wasn't a referee?

17 A No.

18 Q He was a booker. Are there any referees

19 that you can think of who had a contract?

20 A Well, all of them had a contract.

21 Q Can you tell me any of their names?

22 A I can't remember the guy's name. I just

23 can't remember the name. I remember their faces.

24 Q This was back in '96, '97 '98?

25 A Yes. And if I'm not mistaken, what I was

Page 138

1 told by Terry Taylor and JJ, everybody there had a  
2 contract, or agreement they'll make so much money each  
3 week, and they all were white.

4 Q This is what Terry Taylor told you?

5 A Terry, JJ.

6 Q Anybody else besides JJ or Terry tell you  
7 this?

8 A It was basically a known fact because we all  
9 basically ate and slept together. I mean, you at the  
10 same place. You're at the same time. You be there  
11 all day long when you have a show, so you'd sit down  
12 and talk to people.

13 Q Is there anything else that you think was  
14 discipline that was taken against you or discipline  
15 that was done in discrimination because of your race?  
16 Other than what we've already talked about?

17 A Yes. Lots of stuff. Like, for example, my  
18 wives are white. It was known fact, and they told  
19 you, don't bring no white woman around the matches.

20 Q Who told you that?

21 A Terry Taylor told me that. JJ done told me  
22 that. I mean, several people told me that.

23 Q When was this?

24 A I mean, told me my whole career.

25 Q So this was all the way through 1998?

Page 140

1 were discriminated against in training. Is there  
2 training that you believe you were supposed to receive  
3 or should have received that you didn't get?

4 A Training where? In what?

5 Q Well, that's what I'm asking you. Is it --

6 A You got to tell me what training you're  
7 talking about. Training in wrestling?

8 Q It's your complaint, Mr. Boulware. I'm  
9 asking you, is there training you believe that you  
10 didn't receive from WCW because of your race?

11 A Training? Training I received? Training  
12 that I received? I can't remember.

13 Q You can't think of any instance where there  
14 was some training that you think you should have  
15 received but you didn't receive it because of your  
16 race?

17 A I don't remember.

18 Q Now, you also have a complaint saying that  
19 you were subjected to a hostile work environment at  
20 WCW, and do you know what that means? What do you  
21 think it means to be subjected to a hostile work  
22 environment?

23 A Well, you can't go to work and perform your  
24 job the way you should be able to without someone  
25 making racist crack about you. And I will use a

Page 139

1 A Yes. All the way up. My wife and I are  
2 married three years. We been together 18 years.  
3 She's never been to a wrestling match, because she  
4 knew if she goes to that match, I would have no job.  
5 And I have had white female come up and talk to me,  
6 and they'll call you off to the side and tell you, no.

7 Q This was during the time you were at WCW?

8 A Yes. Yes.

9 Q Anything else that you believe was  
10 discriminatory discipline? What else is there? Is  
11 there anything else?

12 A Well, by not even considering me for a job.  
13 I mean, I got all the qualifications. I had never did  
14 nothing. I have never, like I say, no discipline or  
15 none of that. I had a clean record with them, and I  
16 applied for a job through every phase of it, and then  
17 you got -- I'm qualified for five or six different  
18 things, and I've got 20 years' experience, and you  
19 can't find nothing for me to do? That's hard to  
20 believe.

21 Q Anything else, Mr. Boulware, other than what  
22 we've already talked about?

23 A Not that I can -- not that I can think of  
24 right now.

25 Q You have a claim in your complaint that you

Page 141

1 couple example.

2 Q Hang on a second. So this is the time  
3 period when you were on the ring crew, or a referee,  
4 or a wrestler with WCW? Is that what we're talking  
5 about here?

6 A Well, but that was the one time -- that was  
7 the time when they did it to me in my face.

8 Q When did somebody do it to you in your face?  
9 Tell me about the instances. Give me one at a time if  
10 there were more than one?

11 A Well, I got a record of them.

12 Q Tell me what you remember.

13 A I remember standing in the parking lot in  
14 1998. A lady just come in. She was a truck driver.  
15 I had to buy new tennis shoes, and she walked up to me  
16 in front of a bunch of people, fans, and I'll just  
17 tell you, Turner employees. Bunch of Turner employee.  
18 She said, what nigger did you chase down to get them  
19 tennis shoes? I reported it, wrote it down, got a  
20 record of it.

21 Q Who was she?

22 A Just -- it got so bad that people that were  
23 just employed outside the wrestling thing would do it.  
24 She was this truck driver employed by Turner Sports.

25 Q Do you know her name?



## EXHIBIT / ATTACHMENT

BB

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(To be scanned in place of tab)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

PEZAVAN WHATLEY,

Plaintiff,

vs.

WORLD CHAMPIONSHIP WRESTLING,  
INC.,

Defendant.

)  
)  
)  
)  
) CIVIL ACTION FILE  
) NO. 1:01-CV-0916-CC  
)  
)  
)  
)

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DEPOSITION OF PEZAVAN WHATLEY  
NOVEMBER 14, 2001  
10:09 A.M.

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CERTIFIED COURT REPORTERS

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1 conversation, that he would confer with JJ Dillon.

2 Q What was Mr. Bush's race?

3 A White.

4 Q And what was Mr. Goodley's race?

5 A Black.

6 Q Do you know what happened after that meeting  
7 with Mr. Bush?

8 A Yes -- only guesswork, but -- what  
9 happened, but --

10 Q What do you believe happened?

11 A We talked to Mr. JJ Dillon, who stopped all  
12 of the black people from being -- moving up in  
13 positions, and I was stuck.

14 Q Why do you believe that?

15 A Because Mr. JJ Dillon is as racist as they  
16 come.

17 Q Why do you believe that?

18 A Because I've known Mr. Dillon for the  
19 longest time.

20 Q What has he done to make you believe he's  
21 racist?

22 A Well, I worked with him at a time when we  
23 were in a bathroom listening to country and western  
24 music, and the country and western music involved a  
25 song and the word "nigger." He thought that was

Page 63

1 great.

2 Q Anything other than that?

3 A Mr. JJ Dillon worked with me at times, with  
4 Mr. James Crockett, and we were also given positions  
5 to move up, but every time that I had to participate  
6 in -- me, myself had to participate in any activity in  
7 which I was under Mr. Dillon's hand -- it was always  
8 racist, nigger.

9 Q Let me back up for a minute. When was this  
10 incident with you and Mr. Dillon and country western  
11 music in the bathroom? Do you recall when that was?

12 A That was in the '80s.

13 Q In the '80s?

14 A Yes.

15 Q And you just said as far as working in  
16 positions involving Mr. Dillon, it was always racist?

17 A With me.

18 Q What did he do? Did he say anything racist?

19 A He just stopped your opportunity to go  
20 forward on your position.

21 Q What evidence, Mr. Whatley, do you have that  
22 JJ Dillon was responsible for stopping you from going  
23 to any position?

24 A I think he gave the talk to him. He got --

25 Q I don't want to know, Mr. Whatley -- I want

1 assisting with Keith on editing and passing out  
2 papers.

3 Q Do you know who made the decision to let  
4 them do this work as assistant booker?

5 A No, I don't. I don't know. I could only  
6 speculate. I don't know for sure.

7 Q Now, you talked about earlier who you talked  
8 with in terms of wanting to be a booker?

9 A Yes.

10 Q You mentioned Mr. Hamilton. We talked about  
11 that.

12 A Yes.

13 Q You mentioned Tim Goodley --

14 A Yes.

15 Q -- and a meeting that you had with Tim. Was  
16 that the only time you talked with Mr. Goodley about  
17 being a booker?

18 A No.

19 Q Were there other times?

20 A Yes.

21 Q What did you say to Mr. Goodley? Those --

22 A Same thing I told him at the beginning.

23 Q Which --

24 A That we have -- we have and -- we have not  
25 had any black bookers in the main events of the major



Page 95

1 Mr. Bruce were assigned trips in which that he could  
2 make it back in time for his family or just one or two  
3 days at different times. But because of the fact that  
4 my availability of being able to drive, after my  
5 first-proven shot that I could drive a truck -- look  
6 how this case is going -- that I could drive -- that  
7 I could go then to be trusted to drive their truck and  
8 their equipment from one designated point to another.

9 Q Anything beyond what you've just told me as  
10 far as the assignments of trucks that you believe was  
11 discriminatory, or is that everything?

12 A Yes.

13 Q That's everything, or there's more?

14 A No. I mean, there's more.

15 Q What else is there? Please tell me.

16 A In our -- Mr. Hamilton, part of his job was  
17 to go at the television -- with the television, when  
18 the television went out and -- at the beginning, and  
19 our assignment was to take the people that applied to  
20 -- that wanted to be wrestlers, into the training  
21 facility both at Jonesboro and at Carroll Drive, and  
22 at this time there was a man employed also with us,  
23 because of Mr. Hamilton's absence sometimes, was  
24 Blackjack Mulligan, and during the time we accepted as  
25 trainers the people that applied into our jobs, and

1 when Mr. Hamilton arrived back and he first saw the  
2 new recruits, his first comment was, oh, a different  
3 color.

4 Q All right. When was this?

5 A When we were in the training facility in  
6 Jonesboro.

7 Q So this is before you moved to Carroll  
8 Drive?

9 A Before we moved to Carroll Drive.

10 Q Do you know what he was referring to?

11 A Yes.

12 Q What was he referring to?

13 A Before there was never any -- maybe one,  
14 two Afro-Americans or nonCaucasian people there. The  
15 applications that we received when he was there,  
16 happened to include more than that, and which we  
17 accepted, and they were in the facility when he came  
18 and turned the corner. This was not something that he  
19 expected.

20 Q Did he do anything about it other than to  
21 say the comment that you just said?

22 A What was done a little later is that they  
23 were trimming the fat, multimillions of dollars. They  
24 were trimming the fat by cutting four of the black  
25 guys that were down there and let two of the white

Page 97

1 guys go, because the white guys were not talented.  
2 The black guys were very, very, very talented, and  
3 they said we had too many down there. Too many, I  
4 mean too many people of different color.

5 Q Did someone say that to you?

6 A We knew it, and they said it.

7 Q Who said that?

8 A Mr. Mulligan told us as a repeat of what Mr.  
9 Hamilton had said.

10 Q So in other words, Mr. Mulligan told you  
11 that Mr. Hamilton had said something about the color  
12 of the trainees?

13 A Mr. Hamilton had spoken about the color of  
14 the trainees before that period of time, but this  
15 particular instance, what we're speaking of, that's  
16 the way it went.

17 Q Do you remember who it was who was cut?

18 A Troy Hamilton. I can't remember his tag  
19 team partner. Very, very highly talented young man.  
20 Mr. -- I can't remember his name. I can't remember  
21 his name. Very well built, muscular bodybuilding  
22 phenomena that was in town that wanted to become a  
23 wrestler. And other individuals, I can't remember  
24 their names, but they made it very difficult for them  
25 to stay at the facility and still wrestle.

Page 101

1           A           It was as -- it was true for us to train  
2   everybody really hard, but the emphasis was exactly on  
3   the -- on the black individuals that they knew that  
4   they could really pound on at the same time as you  
5   would be -- white individuals would be given a  
6   routine, whereas the black was to be given the  
7   routine.

8                   Now, if a white individual doing the  
9   routine faltered, slumbered, could not get it done, he  
10  was given extra opportunity to get hisself together so  
11  that he could be able to -- to keep going on. If a  
12  black individual stumbled, faltered, or -- he didn't  
13  want to be there; he had a bad attitude; they couldn't  
14  teach him; he couldn't learn it.

15          Q          Who was in control of this? Wasn't it the  
16  trainers who were in control of this, including  
17  yourself?

18          A          Including myself.

19          Q          So you took part in the process of what  
20  you're claiming?

21          A          My process was that you were wrong. He can  
22  do this. They're great talents sitting right here.

23          Q          Mr. Whatley, let me interrupt you, because I  
24  want you to try to make yourself clear. I'll let you  
25  finish, but I don't understand what it is you're

1     wrestle, which would provide me with more money.

2           Q       Who told you that?

3           A       From Mr. Sullivan himself.

4           Q       He came to you and told you that?

5           A       Yes.

6           Q       Did he tell Mr. Bruce and Mr. Wenner that  
7     too?

8           A       No. Mr. Sullivan told me.

9           Q       Just you?

10          A       Whether he told Mr. Bruce and Mr. Wenner, I  
11     can't remember, but I know what he told me.

12          Q       So he came to you and said, I'm going to  
13     give you more chances to wrestle?

14          A       Now you're going to get chances to wrestle.  
15     He and Mr. Mike Graham both, who were in the booking  
16     position and assisted booking.

17          Q       Why is that discriminatory discipline?

18          A       Well, because of the fact that they -- that  
19     Mr. Bischoff -- during this period of time we wrestled  
20     in a place called Atlanta, Georgia, the Omni, and Mr.  
21     Bischoff showed expressively his desire about  
22     discrimination, because he took not only myself but  
23     every black off the card, and he was quoted as saying,  
24     this is white night.

25          Q       When was this?

Page 133

1           A       In the Omni, when Mr. Shuler was in charge  
2   and at our first big Omni show.

3           Q       Who else did he take off the card, according  
4   to you, besides you? Who else?

5           A       Jacqueline -- the female, Jacqueline, who  
6   was Mr. Sullivan's walk-in.

7           Q       His valet?

8           A       His valet. The Harlem Heat, Harold Hogue.  
9   That was all, because that -- that wasn't any other  
10   blacks on the card. Any other blacks on the card that  
11   had been wrestling previously.

12          Q       Did Mr. Bischoff make this comment to you?

13          A       Mr. Bischoff made that comment to Mr.  
14   Sullivan.

15          Q       Were you there when he made that comment?

16          A       No.

17          Q       How did you hear about that comment?

18          A       Mr. Sullivan came out and told us why we  
19   weren't going to be able to work.

20          Q       What did he say?

21          A       He said that this is going to be -- he took  
22   off Jacqueline. He took off the Heat. He took off  
23   Harold Hogue. He took off any other persons except  
24   for the -- what he wanted, and he told us, just  
25   before he left, told us, turned around and say, Eric,

1 said this is white night. In Atlanta, Georgia.

2 Q Any other discipline beyond that, Mr.  
3 Whatley?

4 A That's all of them that I can remember right  
5 now, sir.

6 Q Is there anything you think that would help  
7 you remember other instances?

8 A I'm trying to, but that's all I can  
9 remember.

10 Q Why don't you take a minute and see if you  
11 can remember anything more?

12 A I spoke up to Mr. -- Mr. Randy Savage, who  
13 was one of the prominent wrestlers at the time, about  
14 having the opportunity to wrestle and to book, to be  
15 the booker at that time, who was Kevin Sullivan. I  
16 mean, Kevin Nash. Who at that time, Mr. Savage was  
17 one of the few people that knew the -- about  
18 qualifications of being the booker and that -- and  
19 that I had them.

20 He spoke to him about him -- about doing  
21 it, and at that time Mr. Nash could have done it if he  
22 wanted to. And he did not do it, and when Mr. Savage  
23 came back to tell me the reason why he did not do it,  
24 he included the fact that they were making some  
25 changes. But also he said, but the real changes, you

Page 135

1 know. And we both pointed, and we parted.

2 Q This was what Mr. Savage said to you?

3 A Mr. Randy Savage. When we discussed  
4 wrestling and booking as one of the things that I  
5 could continue doing on that job. Oftentimes headline  
6 wrestlers go to the booker and the -- and express,  
7 this guy can do it. This guy can do it. Randy Savage  
8 was a guy highly respected. His opinion was highly  
9 noted. He done a lot in the business, and so -- even  
10 more so than the guy that held the position in the  
11 job.

12 And so when Mr. Savage came back, it was  
13 told to me because they're going to make some changes,  
14 but also in the conversation, we knew that changes  
15 that were being made had nothing to do with my  
16 request. Changes was that they didn't want me in  
17 there and that I was black.

18 Q He didn't say that, but that's what you  
19 understood him to be saying?

20 A Well, he pointed to skin.

21 Q Did he say that's what Mr. Nash said, or did  
22 he say that's what he believed was going on?

23 A He told me what Mr. Nash said about the  
24 changes and that there were going to be those changes  
25 made. I can't remember verbatim, word for word.



Page 139

1 A Right now.

2 MR. PONTZ: Well, I'm going to reserve  
3 the right to reopen this deposition when Mr. Whatley  
4 decides he can remember some other stuff, but I'm  
5 taking him at his word that that's everything he knows  
6 about.

7 BY MR. PONTZ:

8 Q Mr. Whatley, you also indicated in your  
9 complaint that you believe you were subjected to a  
10 racially hostile work environment?

11 A Yes.

12 Q What do you think made your work environment  
13 racially hostile? What things happened at the  
14 workplace that you think made it racially hostile?  
15 Other than what we've talked about? You don't need to  
16 repeat the things we've talked about, although you can  
17 point them out to me if you want.

18 A I found it necessary to try to advance  
19 knowledge or equip young black wrestlers on some of  
20 the things that they were going to be facing when they  
21 got into the business. Not only was that  
22 objectionable from Mr. Hamilton's point of view, but  
23 it was objectionable to the assistant booker's point  
24 of view, objectionable to the booker's point of view,  
25 and objectionable to Mr. Bischoff's point of view.

1 Q Well, what was racially harassing about  
2 that?

3 A Well, they would rather for those kids not  
4 to know those things than to be told those things.  
5 They would not -- they would rather for them not to  
6 know that they weren't going to get an equal  
7 opportunity and that they were going to be twice as  
8 good as the white boys even to be able to look at, and  
9 they didn't want them to know that even though they  
10 could be twice as good as the white boys and wrestle  
11 and have talent, charisma, talking and everything,  
12 they still weren't going to be given the chance, even  
13 though they colored it like you were going to be --  
14 like they was going to give an equal opportunity to  
15 them all. Me being in that business and knowing that  
16 before, knew that they were lying.

17 Q Mr. Whatley, what I'm really asking you is,  
18 what happened in your workplace -- what happened to  
19 you in your efforts to do your work and provide your  
20 services that you believe was racially hostile and --

21 A Okay.

22 Q -- affected your ability to perform your  
23 job?

24 A During the time the four -- when they made  
25 the cutbacks, when they made the cutbacks on the four

1           A       Well, being a man of the experience that I  
2       had, Mr. Hamilton first of all, who was in full  
3       knowledge that I was a fully capable and able person  
4       to be able to do not only my job but the job that he  
5       was doing and to be booker. Well, Mr. Hamilton made  
6       no effort whatsoever to promote the fact that he had  
7       an individual that could help with the company  
8       overall. Mr. Hamilton rather kept his mouth shut so  
9       that no fur is fluffing.

10          Q       Anything else that Mr. Hamilton did that you  
11       believe made a hostile work environment for you?

12          A       The fact that when we were in Carroll Drive  
13       and wrestling, we would point out the different  
14       individuals who working with them day by day, that  
15       were really coming along real fine. Well, Mr.  
16       Hamilton came out there, and he would look under the  
17       surmise of whatever period of time he was out there;  
18       an hour, two hours, or whatever, and then come back  
19       and make a decision on which ones he thought that was  
20       good or bad, you know.

21                   And oftentimes -- oftentimes nonCaucasian  
22       or off-white or African people were -- were given  
23       positions of -- he could stay down there and train  
24       more, but it's always a little this that was wrong or  
25       a little that, that was wrong. Everybody had

Page 143

1 something wrong. You know, so it should not be just  
2 one group that should have been -- that should have  
3 been identified as having something wrong.

4           They just whenever the administration  
5 didn't want an extra black in there, they make up a  
6 reason. He don't come on time. Some didn't come at  
7 all, you know, and still were welcome back. Also,  
8 which was -- this is -- the terrible thing is that  
9 they would bring down Keith and that young lady that I  
10 can't remember her name to look at the talent, who had  
11 no idea what's going on.

12           And myself, especially myself, who were  
13 capable of doing a lot of things for the young men,  
14 our opinions were swept under the rug. I mean, when I  
15 mean our opinions, I mean my opinion on who could be  
16 doing -- like you could have a black man down there,  
17 six-eight, 325 pounds, undeniably, undeniably money  
18 walking, and because they would bring individuals down  
19 there that had no idea about what was going on or what  
20 the training, all they do is looked and thought he was  
21 cute or had the hair long enough or they dyed their  
22 hair blond. They had enough steroids stuck in their  
23 ass that they was the ones that would be chosen over  
24 individuals with talent.

25           Q       Anything -- I'm sorry. Go ahead.

1 A No. Go ahead.

2 Q No. Finish what you're saying, please.

3 A That was it. That was it.

4 Q Anything else that you think was done that  
5 made your work environment a racially hostile work  
6 environment? Besides what you've already told me?

7 A When I chose an individual that was -- that  
8 was talented enough to go around and -- and  
9 especially, you know, when I chose a black individual  
10 that was good enough to be talented, useful, could  
11 draw money, that was like a mark against him.

12 Q Did you ever choose any white individuals  
13 that you thought were good?

14 A I tried to be fair.

15 Q And what happened to the white guys that you  
16 chose that were --

17 A Quite a lot of them were chosen.

18 Q And none of the black guys you pushed were  
19 chosen?

20 A No black guy that I endorsed was ever used  
21 on a WCW main event on the assistant basis.

22 Q Who were some of the African-American  
23 trainees you endorsed?

24 A Like, Mr. Bobby Walker is an individual I --  
25 now, Mr. Bobby Walker had a talent that no other

Page 161

1 hold you on the sideline, especially me, because they  
2 didn't want you to -- to display the guy giving  
3 talent that you could do what was actually being  
4 required of you to do.

5 Q Anything else that you believe supports your  
6 claim for a hostile work environment on the basis of  
7 race?

8 A Okay.

9 Q What else?

10 A Because of the fact that you -- I wrestled  
11 in several -- I mean, I participated in several  
12 different jobs in the WCW organization, it was not  
13 unusual for you to hear amongst the work place, you  
14 know, the N-word, or darky, or if you went and was  
15 sitting down beside another employee that was an  
16 individual that was there and the employee happened to  
17 be a white female, better make sure that you were not  
18 sitting down there for enticement of the white female.  
19 Other white males who were always looking at that,  
20 would come over and sit beside you.

21 If I was in a conversation with another  
22 black individual, or another couple other black  
23 individuals, it was not unusual for Terry Taylor,  
24 Diamond Dallas Page to come over with a joke. Hey,  
25 not more than two or three black guys in a -- at one

Page 167

1 incidents with some lighting employees, is there  
2 anything else?

3 A Well, also in security, Doug Dellenger, who  
4 was head of security from start to beginning, came up  
5 and told one black individual they were playing the  
6 music over the loudspeaker and turned it off and said,  
7 we don't want to hear no more of that nigger music.  
8 And when the individual turned around and got mad, he  
9 said, I don't know what you got mad; we could say that  
10 to Pez and it'll be all right.

11 Q Were you there when that happened, Mr.  
12 Whatley?

13 A No. I was just told about that after it  
14 happened.

15 Q Who told you about that?

16 A The people that it was told to.

17 Q Who? Who? Names?

18 A The wrestle -- was Mr. William Boulware was  
19 told, and he reported it to the human resources  
20 department.

21 Q How do you know he reported it to the human  
22 resources department?

23 A Because we went down there when he went down  
24 there and told.

25 Q Were you there when he went and told them?

1 Q Did they ever say that to you? Did you ever  
2 hear them say that?

3 A No. Only time that I heard them say it is  
4 when they thought I wasn't there.

5 Q That's what I'm asking you, Mr. Whatley.  
6 Were there times that you heard Diamond Dallas Page or  
7 Chris Canyon use the N-word about you?

8 A When they was in dressing rooms and were  
9 leaving the dressing room or coming out of the  
10 dressing room and you're making suggestions about,  
11 well, what can be happening in the ring, you would  
12 hear them when you left saying, what that nigger  
13 talking about?

14 Q Who would you hear say that? Chris Canyon  
15 and Diamond Dallas Page?

16 A Different ones like that.

17 Q Anybody else you can think of?

18 A Not right off the bat.

19 Q When did that happen?

20 A During the '98-'99 -- it continued to  
21 happen all the way through, but most -- most of the  
22 time, '98 and '99 sessions during the wrestling.

23 Q And these were wrestlers who were making  
24 these statements?

25 A They were wrestlers, yes.



1 or come get security and say, hey, there's a guy in  
2 the ladies' room?

3 A Not to my knowledge.

4 Q That's fine. Any instance that we haven't  
5 talked about -- Mr. Whatley, any instance we haven't  
6 talked about involving the use of the word "nigger?"

7 A Only things that I could say is what I was  
8 told after somebody said that it was said. The  
9 earshot of hearing it or up in front of your face,  
10 hearing it, had been limited to just several  
11 occasions.

12 Q The ones we talked about?

13 A Yes.

14 Q Did anyone ever call you darky? That was a  
15 word you used a few minutes ago.

16 A I heard the word "darky," but that was, you  
17 know -- the word darky on the crew, with the people  
18 that you worked with, and that because of the fact  
19 that -- like I said before, that I wouldn't take  
20 second citizenship to, like, for instance, a guy that  
21 was -- I can't remember his name. He was one of the  
22 ones in charge of lighting. Used in reference. Used  
23 it in reference to me, because of the fact that we  
24 were all moving out our stuff at the same time.

25 He wanted us to stop doing our job so that

Page 181

1 he can complete the -- completely let the -- the  
2 lights down. But because of the fact that we were on  
3 the move and they wanted economically to use the  
4 locals to do all the things, they were trying to get  
5 us out first, so therefore he was disgusted in the  
6 fact that he had to wait, and now it's -- I had to  
7 wait behind a darky too.

8 Q Do you remember his name?

9 A I can't remember -- I tried not to remember  
10 his name, but I knew that he was one of the men that  
11 was in charge of when the lights went up and went  
12 down, and --

13 Q Did he work for the arena, or did he work  
14 for WCW?

15 A WCW.

16 Q So he was a lighting employee of WCW?

17 A WCW.

18 Q Did you complain about that?

19 A Oh, yes.

20 Q Who did you complain to? Do you recall?

21 A Oh, yes. Every instance that we did, that  
22 we called, you know, I knew exactly that the person  
23 that you can go to in the instance was human resources  
24 department.

25 Q Do you know if human resources department



## EXHIBIT / ATTACHMENT

CC

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(To be scanned in place of tab)

THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

Walker v. World Championship Wrestling, Inc., Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-0367-CC

Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc.  
and Turner Broadcasting System, Inc., Civ. File No. 1:00-  
CV-0368-CC

Norris v. World Championship Wrestling, Inc., Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-0369-CC

Easterling v. World Championship Wrestling, Inc. and Turner  
Sports, Inc. and Turner Broadcasting System, Inc., Civ.  
File No. 1:00-CV-1715-CC

Davis v. World Championship Wrestling, Inc. and Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-1716-CC

Worthen v. World Championship Wrestling, Inc. and Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-1717-CC

Speight v. World Championship Wrestling, Inc. and Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-1718-CC

Saengsiphon v. World Championship Wrestling, Inc. and Turner  
Sports, Inc. and Turner Broadcasting System, Inc., Civ.  
File No. 1:00-CV-1719-CC

Reeves v. World Championship Wrestling, Inc. and Turner Sports,  
Inc. and Turner Broadcasting System, Inc., Civ. File No.  
1:00-CV-1720-CC

Patterson v. World Championship Wrestling, Inc., Turner Sports,  
Inc., Turner Entertainment Group, Inc. and Turner  
Broadcasting System, Inc., Civ. File No. 1:01-CV-1152-CC

**DEFENDANT UNIVERSAL WRESTLING CORPORATION'S**  
**SUPPLEMENTAL RESPONSES AND OBJECTIONS**  
**TO PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANTS**  
**WORLD CHAMPIONSHIP WRESTLING, INC. AND TURNER SPORTS, INC.**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant Universal Wrestling Corporation ("UWC") (formerly known as World Championship Wrestling, Inc. ("WCW")) supplements its objections and responses to Plaintiffs' Consolidated First Interrogatories And First Request For Production Of Documents To

**DEFENDANT'S  
EXHIBIT**

#11

Defendants World Championship Wrestling, Inc. and Turner Sports, Inc. ("Plaintiffs' First Interrogatories") as follows:

GENERAL TERMS AND CONDITIONS FOR RESPONSES

1.

The following supplemental responses are provided by UWC based upon documents and information currently available to UWC. UWC reserves the right to modify any of such responses at a later date if further factual development or analysis warrants such modifications.

2.

In responding to any of the interrogatories and document requests contained in Plaintiffs' First Interrogatories and Document Requests, UWC explicitly reserves the right to object to the admissibility at trial of any information produced in connection with such responses.

SUPPLEMENTAL RESPONSES AND OBJECTIONS TO SPECIFIC INTERROGATORIES

INTERROGATORY NO. 3. Please identify (following the requirements set forth in Instruction No. 8) the total number of wrestlers with whom Defendant WCW and/or Defendant Turner Sport [sic] have entered into wrestling contracts of any kind from January 1995 until the present. For each such wrestler, please provide the following information:

- (a) His or her legal and professional name;
- (b) His or her racial background, (i.e. African or African-American, Hispanic/Latino or Hispanic/Latino American, Asian or Asian-American, Caucasian or Caucasian-American, or Other (please provide additional information regarding the racial background of any individual categorized as "Other"));
- (c) The number of matches in which he or she performed on live television;
- (d) The outcome (e.g. win, lose or other) of each WCW Monday Nitro, Thunder and/or Pay-Per View match in

which he or she performed from January 1995 through the present;

- (e) His or her annual compensation for each year from January 1995 until the present;
- (f) The merchandising revenues he or she received for each quarter from January 1995 until the present; and
- (g) Whether or not he or she was terminated and/or released during 1999.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3.**

UWC hereby adopts and incorporates by reference its general and specific objections to Interrogatory No. 3 as set forth in UWC's Objections and Responses to Plaintiff's First Interrogatories. Subject to and without waiving its objections, and in accordance with the Discovery and Scheduling Order entered in the above-referenced actions, UWC supplements its response to Interrogatory No. 3 as follows:

Attached hereto as Exhibit A is a chart identifying each male wrestler who entered into a wrestling contract with WCW for the period 1996 through 2000, and providing compensation information regarding salary, merchandising revenue and licensing revenue for each wrestler by year, as determined from documents and information currently available to UWC.

**INTERROGATORY NO. 7.** Please identify (following the requirements set forth in Instruction No. 8) each and every individual who attended a "try out" at the Power Plant (or its predecessor) from January 1995 until the present. For each such individual, please provide the dates of his or her "try-out" and his or her racial background, (i.e., African or African-American, Hispanic/Latino or Hispanic/Latino-American, Asian or Asian-American, Caucasian or Caucasian-American or Other (please provide additional information regarding the racial background of any individual categorized as "Other"))).

RESPONSE TO INTERROGATORY NO. 7.

UWC hereby adopts and incorporates by reference its general and specific objections to Interrogatory No. 7 as set forth in UWC's Objections and Responses to Plaintiff's First Interrogatories. Subject to and without waiving its objections, UWC supplements its response to Interrogatory No. 7 as follows:

After diligent investigation and review of information and documents reasonably available to UWC, UWC states that it does not have information or documents in its possession reflecting all of the individuals who attended a "try out" at the Power Plant from 1996 through 2000. Based upon review of documents currently available to UWC, UWC is aware of the following individuals who attended a "try out" at the Power Plant:

Matthew B. Baum, Cameron Beach, Nikola Bobic, Paulie Bykow, Joseph Bradley Cain, Tony Byron Carr, Rick Cornell, Twanta Maurice Craig, Jason Matthew Daniel, Marcial R. Davis, Joseph Fredrick Denson III, Rico Dixon, William C. Dreer, Phap Minh Duong, Darron Devon Easterling, Sean Charles Evans, Chris Ferrell, Allan Eric Funk, Edward Gatzky, Todd Griffith, Charles I. Groegler, Mark Guthrie, Bret Hamner, Theodore Harris, Jonathan Martin Hugger, Gregory John Hunke, Mark Jindrak, Trae Keller, Brian Klinge, Paul Lewis Knox, Charles M. Lee, Wondell Le Flore, J. Mark LeRoux, David Libich, Roberts S. Loewen, Michael W. Long, Jeremy Lopez, Ken Moore, Michael Brady Nimmons, Paul Neu, Stephen Oliviera, Charles R. Palumbo, Stan Patron, Craig Phillips, Cecil

Riley, Sam Roman, Bounthan Saengsiphon, Mike Sanders, Frank Sepe, Sonny Siaki, Elix Skipper, Kenneth M. Stasiowski, Matthew T. Sletvold, Mark Stevens, W. Chase Tatum, Courtright Thurber, James Thurber, Mark Tipton, Michael Tolbert, Michael Jerry Tuite, Scott Vick, Charles Franklin Walker, J. Bradley Walker, Sr., Chris West, Curtis L. White, Wesley Wright, and Brett Yokley.

UWC further states that, upon information and belief, most or all of the individuals who were "trainees" at the Power Plant during the period 1996 through 2000 had also previously attended a "try out." Attached hereto as Exhibit B is a chart identifying each individual who was a "trainee" at the Power Plant for the period 1996 through 2000, as determined from documents and information currently available to UWC.

**INTERROGATORY NO. 8.** Please identify (following the requirements set forth in Instruction No. 8) each and every individual who trained at the Power Plant (or its predecessor) from January 1995 until the present. For each such individual, please provide the dates he or she trained at the Power Plant, his or her racial background, (i.e. African or African-American, Hispanic/Latino or Hispanic/Latino-American, Asian or Asian-American, Caucasian or Caucasian-American or Other (please provide additional information regarding the racial background of any individual categorized as "Other")), and whether Defendant WCW and/or Defendant Turner Sports offered a wrestling contract (whether classified as an "employment," "contractor," or "independent contractor agreement") to him or her.

**RESPONSE TO INTERROGATORY NO. 8.**

UWC hereby adopts and incorporates by reference its general and specific objections to Interrogatory No. 8 as set forth in UWC's Objections and Responses to Plaintiff's First



Interrogatories. Subject to and without waiving its objections, UWC supplements its response to Interrogatory No. 8 as follows:

Attached hereto as Exhibit B is a chart identifying each individual who was a "trainee" at the Power Plant for the period 1996 through 2000, as determined from documents and information currently available to UWC.

This 10th day of October, 2002.



---

John J. Dalton  
Georgia Bar No. 203700  
James A. Lamberth  
Georgia Bar No. 431851  
Eric A. Richardson  
Georgia Bar No. 233873  
Evan H. Pontz  
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EXHIBIT

IDENTICAL

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Rug Name	1996 Payroll	1996 Merch.	1996 Licensing	1997 Payroll	1997 Merch.	1997 Licensing	1998 Payroll	1998 Merch.	1998 Licensing	1999 Payroll	1999 Merch.	1999 Licensing	2000 Payroll	2000 Merch.	2000 Licensing
Robert David Lee	Trail Abbott		\$0.00													
James, Chris	Chris Adams		\$0.00		\$20,239.90			\$76,847.72	\$0.00	\$0.00	\$80,136.99	\$0.00	\$0.00	\$624,258.51	\$0.00	\$0.00
James Brian (Brian James, Inc.)	Kronk		\$0.00					\$213,612.70	\$0.00	\$19,786.85	\$240,939.51	\$0.00	\$28,366.56	\$226,838.83	\$0.00	\$0.00
Foran, Michael	Mike Awadome		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$279,551.43	\$15.95	\$1,885.80
Ch. Arthur	Steve Sharpe		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$32,433.43	\$27.25	\$0.00
derons, Frank			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
oil, Samuel	Samson Swei		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
oil, Scott	Scott Shad	\$51,133.73			\$116,482.54			\$150,448.34	\$0.00	\$14,330.00	\$178,269.73	\$0.00	\$29,573.27	\$7,871.23	\$0.00	\$0.00
juete, David (Kids ne Bad, Inc.)	Scott Riggs		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$0.24	\$0.24	\$184.90
il, Yorlaine	Ultimo Dragon		\$0.00		\$10,676.18			\$120,305.01	\$0.00	\$21,819.66	\$104,100.42	\$0.00	\$28,487.01		\$0.00	\$0.00
eroff, Charles	Korean	\$92,757.10			\$391,970.19			\$464,673.66	\$40.14	\$20,970.77		\$4,999.55	\$40,379.80	\$414,946.49	\$0.00	\$32,280
man Jaramilaoull																
Pwell, Marcus	Buff Bagwell	\$136,980.15			\$286,140.37			\$20,478.60	\$40.14	\$20,478.60	\$319,811.76	\$1,879.25	\$28,995.07	\$361,443.37	\$306.31	\$37,653.43
of Shuf, Inc.			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00	\$500.00	\$1,074.05	\$42,448.93
ter, Aaron			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
tes, Eric Randolph	Randy Barnes								\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
7, Arthur	The Joker		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ron, Cozar	Silver King		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
rualez									\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Franki, Scott	Scott Patis		\$0.00					\$54,241.30	\$0.00	\$0.00	\$46,880.35	\$0.00	\$0.00	\$67,870.29	\$0.00	\$0.00
inglank, Tom	Diorelery		\$0.00					\$18,630.00	\$0.00	\$0.00	\$68,472.14	\$0.00	\$0.00		\$0.00	\$0.00
Coedian									\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
oit, Chris			\$23.98		\$169,412.39		\$10,878.41	\$187,348.40	\$45.48	\$34,662.15	\$317,768.57	\$49.51	\$35,608.04		\$0.00	\$0.00
overne Sports)									\$0.00	\$0.00		\$0.00	\$0.00		\$36.77	\$29,312.12
ick, Brian	Jet Jaguar		\$0.00					\$12,383.58	\$0.00	\$0.00	\$12,383.58	\$0.00	\$0.00	\$3,228.76	\$0.00	\$0.00
well, Marlon			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 Merch	1996 Licensing	1997 Payroll	1997 Merch	1997 Licensing	1998 Payroll	1998 Merch	1998 Licensing	1999 Payroll	1999 Merch	1999 Licensing	2000 Payroll	2000 Merch	2000 Licensing
gelson, Scott	Bam Bam Bigelow (Bear of the East)			\$0.00		\$0.00		\$24,151.05	\$0.00	\$0.00	\$342,459.29	\$16.65	\$97.13	\$408,446.39	\$7.15	\$20,978.79
sch, Adam	Joey Matthews			\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$2,093.89	\$0.00	\$0.00
archard, Tully	archard, Tully	\$550.00		\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ondin, Marc	ondin, Marc	\$959.85		\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ood, Jr., Richard H	Ricky The Dragon			\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Sturmboat	Sturmboat															
com, Wayne															\$0.00	\$0.00
schwarz, Nick															\$0.00	\$0.00
ilea, Michael	Honore	\$56,567.61		\$0.00		\$0.00		\$130,717.12	\$0.00	\$0.00	\$211,250.94	\$0.00	\$10,635.37	\$137,082.56	\$2.03	\$2,318.00
ilea, Terry	Hulk Hogan, Hollywood Hogan	\$1,910,415.95	\$20,750.30	\$17,875.82	\$350,043.74	\$52,412.82	\$94,656.24	\$3,635,948.70	\$40,146.99	\$111,945.72	\$3,756,227.74	\$20,446.16	\$832,987.84	\$1,837,033.70		
inden, Steven	Sting	\$72,205.46	\$3,629.22	\$1,905.01	\$913,303.50	\$29,836.61	\$17,007.26	\$936,189.39	\$43,420.02	\$85,330.51	\$1,511,420.23	\$17,575.41	\$414,496.56	\$1,467,980.00	\$41,915.15	\$447,805.11
ifford, Todd	Todd Champion					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ind, Thomas	Johnny Olsen					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ennamas, William	Jerry Flynn	\$2,100.00			\$20,707.14	\$0.00		\$50,271.37	\$0.00	\$0.00	\$117,376.16	\$0.00	\$0.00	\$91,433.79	\$0.00	\$0.00
del, Chad		\$51,857.52		\$0.00	\$28,350.48	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
uck, Derrynne	Buddy Lee Parker	\$54,051.53		\$0.00	\$45,719.43	\$0.00		\$49,093.11	\$0.00	\$0.00	\$39,267.34	\$0.00	\$0.00		\$0.00	\$0.00
uck, Joseph	Surge								\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
uck, Joseph	Isaac Clown					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
uck, Terry	Prose					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
in, Brad	Sabu					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
udio, Chris	Lodi					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
interbury, Mark	Shagbel Pierce					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
iglio, Michael	Mike Modest					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
ilve, Gary						\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 March	1994 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Arion, Leroy	Leroy Larc; Standard and Precious				\$15,232.14	\$0.00		\$37,485.22	\$0.00	\$0.00	\$45,200.28	\$0.00	\$0.00	\$123,882.03	\$0.00	\$0.00
Stallanow, Donaldo	Psychosis	\$7,278.56			\$63,282.82	\$0.00		\$107,591.54	\$0.00	\$16,330.00	\$149,551.07	\$0.00	\$27,698.47	\$70,046.71	\$9.39	\$3,213.97
Stuer, Scott					\$16,538.37	\$0.00		\$32,140.27	\$0.00	\$0.00	\$27,442.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stono, Mike						\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stork, E. Bryan						\$0.00		\$173,235.43	\$27.41	\$4,897.16	\$214,587.32	\$30.36	\$12,481.24	\$220,605.34	\$14.89	\$4,480.63
Stork, Inc. J						\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Keith James	Keith Cole The Cole Twins					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Kent Daniel	Kent Cole The Cole Twins					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Richard	Rick					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Duane	Cornell/Keno					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Duane	Chris Daniels					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, John	Max Muscle	\$31,075.00			\$21,514.20	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$44,475.58	\$0.00	\$0.00
Stork, William	Bill Sullivan	\$27,567.16				\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Barry	Blacktop Billy				\$40,273.94	\$0.00		\$154,245.92	\$0.00	\$0.00	\$133,194.08	\$0.00	\$0.00		\$0.00	\$0.00
Stork, James	Blaine Lancaster					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Michael						\$0.00		\$353.95	\$0.00	\$0.00	\$17,448.20	\$0.00	\$0.00		\$0.00	\$0.00
Stork, Patrick	Appollo					\$0.00		\$4,011.45	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, William C	General Rection, Hugh Morris	\$103,210.52			\$143,544.15	\$0.00		\$148,303.34	\$0.00	\$0.00	\$194,828.00	\$0.00	\$809.30	\$245,931.43	\$0.00	\$0.00
Stork, Mendon	Villain V					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.24	\$44.12
Stork, Mendon	Villain TV	\$2,371.77				\$0.00		\$64,454.47	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stork, Alford	Rage/The Wrecking Crew					\$0.00		\$2,600.00	\$0.00	\$0.00	\$19,930.66	\$0.00	\$0.00	\$14,465.00	\$0.00	\$0.00

EXHIBIT

CONFIDENTIAL

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 Merch.	1996 Licensing	1997 Payroll	1997 Merch.	1997 Licensing	1998 Payroll	1998 Merch.	1998 Licensing	1999 Payroll	1999 Merch.	1999 Licensing	2000 Payroll	2000 Merch.	2000 Licensing
John, Joseph (aka, Joseph "Ringer" Ballesteros)	Johnny Swinger	\$1,425.00			\$22,092.66	\$0.00		\$37,479.90	\$0.00	\$0.00	\$35,410.04	\$0.00	\$0.00		\$0.00	\$0.00
James, James	Hicklaw Jim	\$146,377.44	\$23.40		\$210,301.39	\$0.00		\$181,843.81	\$0.00	\$0.00	\$180,738.48	\$0.00	\$0.00	\$173,900.90	\$0.00	\$0.00
Turn, Bobby	Duggan					\$0.00		\$46,908.60	\$0.00	\$0.00	\$138,291.00	\$0.00	\$0.00	\$14,290.41	\$0.00	\$59.10
Turn, Bobby	Bobby Duncan, Jr.					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		(\$1.06)	\$2,318.00
Turn, Michael	Public Enemy	\$81,110.83	\$23.99		\$139,963.16	\$201.77		\$171,515.16	\$13.41	\$0.00	\$34,969.82	\$0.00	\$7,901.04		\$0.00	\$0.00
Turn, Bobby	Johnny Orange	\$88,709.17			\$76,070.24	\$0.00		\$81,249.87	\$0.00	\$0.00	\$94,113.82	\$0.00	\$0.00	\$56,394.41	(\$1.06)	\$2,518.00
Turn, Bobby	Beautiful Bobby					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Turn, Troy						\$0.00		\$104,970.36	\$0.00	\$0.00	\$32,051.30	\$0.00	\$0.00		\$0.00	\$0.00
Turn, Mike	Rough & Ready, Mike Bros	\$77,724.27			\$80,567.00	\$0.00		\$101,639.04	\$0.00	\$0.00	\$101,639.04	\$0.00	\$10,435.37		\$0.00	\$0.00
Turn, Sidney B.	Old Vicious					\$0.00			\$0.00	\$0.00	\$63,331.36	\$0.00	\$0.00	\$83,332.98	\$445.92	\$0.00
Turn, Lance Timothy	Lance Storm					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$183,475.31	\$191.11	\$0.00
Turn, Page	Daunted Dallas	\$149,446.93				\$12,067.67		\$300,515.88	\$15,973.86	\$49,064.00	\$1,076,516.85	\$1,138.37	\$247,708.97	\$1,176,877.77	\$419.35	\$244,731.23
Turn, Page	Page (DDP)															
Turn, Rachel Duane						\$0.00			\$0.00	\$0.00	\$32,460.37	\$0.00	\$0.00	\$70,821.21	\$0.00	\$0.00
Turn, Ed	The Shark					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Turn, Jeff	NVO Sting	\$14,349.76			\$83,691.63	\$0.00		\$130,102.30	\$0.00	\$0.00	\$143,099.43	\$0.00	\$1,031.62	\$103,729.26	\$0.00	\$0.00
Turn, Tom	Wing	\$153,290.69			\$104,308.21	\$0.16		\$178,692.11	\$0.00	\$0.00	\$173,809.90	\$0.00	\$29,818.40	\$171,991.38	\$0.00	\$46.12
Turn, David	Fill Finley	\$17,030.00			\$20,600.00	\$0.00		\$118,804.95	\$0.00	\$0.00	\$229,426.42	\$0.00	\$77,941.22	\$166,391.91	\$0.00	\$46.12
Turn, David						\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Turn, Richard (Filer)	Ric Filer	\$513,968.26			\$488,412.03	\$0.00		\$742,034.92	\$613.29	\$37,611.06		\$14.31	\$20,310.28	\$137,170.46	\$81.45	\$14,056.38
Turn, Arturo	Spyder					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Turn, Michael	Curtis Jack					\$0.00		\$7,276.10	\$0.00	\$0.00	\$46,109.39	\$0.00	\$0.00		\$0.00	\$0.00
Turn, Christopher	Crowbar	\$900.00			\$1,750.00	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$123,355.21	\$0.00	\$0.00
Turn, Ryan						\$0.00			\$0.00	\$0.00	\$8,711.88	\$0.00	\$0.00		\$0.00	\$0.00

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## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 March	1996 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Armen, Salvador	Universal Loco/ Ocho Guerra Jr.	\$44,073.00	\$0.00		\$34,764.96	\$0.00		\$124,604.13	\$0.00	\$16,330.00	\$175,316.67	\$0.00	\$27,941.23	\$205,670.52		\$2,564.12
Alvarez, Oscar (System Inc.)	Ray Mylerio, Jr.	\$37,042.11	\$243.03		\$154,433.77			\$205,845.12	\$265.88	\$26,157.46	\$355,537.70	\$503.71	\$11,733.68	\$356,130.49		\$7,650.78
Ali, Emory Unimark, Inc.)			\$0.00					\$2,500.00	\$0.00	\$0.00	\$52,378.88	\$0.00	\$0.00	\$67,504.23	\$1,312.63	
Art, Sean	Sean O'Haire		\$0.00						\$0.00	\$0.00	\$3,248.22	\$0.00	\$0.00	\$74,984.59	\$0.00	\$0.00
Art, Scott (Good Hall Interprets)	Scott Hall/ Last Call Hall/ The Outsider	\$379,293.49	\$3,311.13		\$664,947.71	\$1,027.51	\$1,027.51	\$1,373,736.73	\$4,490.76	\$44,866.04	\$771,757.94	\$19.39	\$76,349.91	\$815,334.45		
Arnell, Troy	Ace		\$0.00					\$31,577.36	\$0.00	\$0.00		\$0.00	\$0.00		\$1,285.07	\$41,724.19
Arner, Bret			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Arson, Karl			\$0.00						\$0.00	\$0.00	\$108,493.16	\$0.00	\$0.00		\$0.00	\$0.00
Arson, Sam			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Art, Donald	Harris Boys Creative Control		\$0.00						\$0.00	\$0.00	\$15,990.56	\$0.00	\$0.00	\$200,401.87		\$0.00
Art, Ronald	Harris Boys Creative Control		\$0.00						\$0.00	\$0.00	\$15,990.56	\$0.00	\$0.00	\$200,401.87	\$5.70	\$0.00
Art, Theodore	AX4		\$0.00						\$0.00	\$0.00	\$50,410.94	\$0.00	\$0.00	\$13,995.00	\$1.70	\$0.00
Arzola, Sheryl			\$0.00		\$47,945.20			\$2,660,553.51	\$826.92	\$31,477.06	\$2,540,888.08	\$89.33	\$39,206.78	\$1,311,343.80	\$2,389.50	\$101,271.58
Arzola, Karubio			\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Arzola, Michael	Jung Dragons Kaz		\$0.00					\$40,017.79	\$0.00	\$955.33	\$91,494.21	\$0.00	\$11,444.77	\$100,198.98		\$2,564.12
Arzola, Michael	Prince Jackson/ The Artist	\$8,340.00	\$0.00		\$46,708.46			\$53,321.30	\$0.00	\$0.00	\$205,552.80	\$0.00	\$7,899.62	\$85,360.06		\$2,518.00
Arzola, David			\$0.00		\$7,200.00				\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Arzola, Michael	Road Warriors Hawk	\$72,053.22	\$0.00	\$59.19					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Arzola, Jim	Ultimate Warrior		\$0.00						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00

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## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 Merch.	1996 Licensing	1997 Payroll	1997 Merch.	1997 Licensing	1998 Payroll	1998 Merch.	1998 Licensing	1999 Payroll	1999 Merch.	1999 Licensing	2000 Payroll	2000 Merch.	2000 Licensing
Agnes, Erin	3 Count				\$250.00	\$0.00	\$0.00	\$33,327.12	\$0.00	\$0.00	\$71,863.21	\$0.00	\$0.00	\$78,187.42	\$3.15	\$0.00
Am. Steve						\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Ann, Rob	Maestro				\$26,232.17	\$0.00	\$0.00	\$87,429.13	\$0.00	\$0.00	\$87,104.85	\$0.00	\$0.00	\$39,083.29	\$0.00	\$0.00
Carlos, Chris	Kanyon/Mortis	\$43,381.72			\$104,733.03	\$0.00	\$0.00	\$209,011.97	\$27.41	\$0.00	\$246,293.73	\$0.00	\$27,841.23	\$246,397.40	\$91.06	\$5,486.20
Phil, Rob	Robby Rager/ High Voltage/ Kates	\$17,112.30			\$77,080.00	\$0.00	\$0.00	\$7,209.18	\$0.00	\$0.00	\$148,618.55	\$0.00	\$161.89	\$31,595.88		\$0.00
Calvin	Gentle Giant					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Greg	Greg Valentine	\$5,940.00			\$73,443.18	\$0.00	\$0.00	\$20,342.37	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mark	Corporal Cajual/Cash					\$0.00	\$0.00	\$4,344.00	\$0.00	\$0.00	\$51,807.95	\$0.00	\$0.00	\$84,634.71	\$0.00	\$0.00
Lexus	Lexus															
Ed, Ed	Disciple/Booby Mad/Zodiac	\$149,519.65			\$149,525.92	\$0.00	\$0.00	\$183,338.08	\$0.00	\$0.00	\$194,629.03	\$0.00	\$11,444.77		(\$1.06)	\$2,318.00
Paul	Terror Rymes/Lean Paul Laveauque					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$46.12
Scott	Raven					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Raymond	Glacier				\$120,541.60	\$0.00	\$0.00	\$247,137.01	\$3,358.45	\$20,051.69	\$189,826.37	\$119.17	\$33,431.42		\$11.05	\$26,413.55
Stem	Buzz Stem	\$46,893.13			\$130,483.97	\$0.00	\$0.00	\$164,408.41	\$27.41	\$7,289.02	\$160,564.37	\$0.00	\$77,553.41	\$32,479.44	\$0.00	\$457.18
Vito	Big Vito					\$0.00	\$0.00		\$0.00	\$0.00	\$21,861.02	\$0.00	\$0.00	\$243,661.28	\$0.00	\$0.00
David	Jeremy Lopez					\$0.00	\$0.00		\$0.00	\$0.00	\$19,356.19	\$0.00	\$0.00	\$5,808.76	\$0.00	\$0.00
David	Jeremy Lopez					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Carla	Liamark, Jr.				\$34,504.87	\$0.00	\$0.00	\$64,392.02	\$0.00	\$0.00	\$85,987.76	\$0.00	\$0.00	\$6,594.94		\$0.00
Marin	Am Anderson	\$200,599.96			\$233,693.92	\$0.00	\$0.00	\$216,378.00	\$0.00	\$0.00	\$15,434.67	\$0.00	\$11,495.16		(\$1.06)	\$2,318.53
Joey	Joey Messer	\$3,050.00			\$19,228.57	\$0.00	\$0.00	\$7,200.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Karl	The Millionaire					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
James	Steve Richards	\$16,337.22			\$20,000.00	\$0.00	\$0.00	\$21,310.00	\$0.00	\$0.00	\$23,900.00	\$0.00	\$0.00		\$0.00	\$0.00
Michael	Michael				\$29,362.44	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Troy	The Franchise					\$0.00	\$0.00		\$0.00	\$0.00	\$172,057.46	\$0.00	\$0.00	\$328,483.51		\$0.00
Douglas	Shane Douglas					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$41.04	\$0.00
Jason	Benjamin	\$149,519.69			\$216,226.47	\$0.00	\$10,676.18	\$84,109.58	\$0.00	\$10,709.72	\$87,889.71	\$0.00	\$7,334.44	\$36,418.35	\$0.00	\$0.00
Darren	Steve Regal	\$207,487.92			\$270,408.52	\$0.00	\$0.00	\$258,283.48	\$27.41	\$3,351.38	\$109,496.02	\$0.00	\$14,261.44		(\$1.06)	\$4,486.20

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 March	1996 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Mr. Mark	Johnny B. Badd	\$48,276.14		\$356.62	\$244.59	\$0.00	\$2,889.78		\$0.00	\$0.00		\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00
Mr. Ernest	The Can	\$35,142.84			\$147,042.43	\$0.00	\$27.41	\$47,119.63	\$27.41	\$0.00	\$308,221.66	\$0.00	\$10,061.40	\$341,440.56	\$11.06	\$2,564.12
Mr. Percy	Master P					\$0.00	\$0.00	\$54,336.87	\$0.00	\$0.00	\$793,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Chip	ion, Chip	\$31,290.00			\$40,228.57	\$0.00	\$0.00	\$54,336.87	\$0.00	\$0.00	\$59,371.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. James	James				\$38,310.24	\$0.00	\$0.00	\$46,314.32	\$0.00	\$0.00	\$40,544.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. John	Vanderburg					\$0.00	\$0.00	\$54,006.43	\$0.00	\$0.00	\$46,280.11	\$0.00	\$43,514.39	\$0.00	\$0.00	\$0.00
Mr. Mike	Dianderly				\$9,700.00	\$0.00	\$0.00	\$18,630.00	\$0.00	\$0.00	\$38,140.92	\$0.00	\$0.00	\$48,473.13	\$0.00	\$0.00
Mr. Ricky	Conduct	\$10,880.00				\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Louis	Louis Spicoli				\$17,425.06	\$0.00	\$0.00	\$9,947.41	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Keiji	Great Mean					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Kevin	The Outsider/Big	\$354,261.31			\$752,275.77	\$3,310.75	\$4,494.97	\$1,475,128.15	\$4,494.97	\$39,356.12	\$1,257,244.40	\$1,484.07	\$236,549.89	\$1,595,131.40	\$0.00	\$0.00
Mr. Kevin	Sony															
Mr. Kevin	Vince Vegas															
Mr. Jim	The April					\$0.00	\$0.00	\$217,853.46	\$0.00	\$3,456.85	\$6,181.32	\$0.00	\$29,366.58	\$3,547.10	\$245,313.77	\$46.12
Mr. John	Hardbody	\$40,773.95			\$12,475.00	\$0.00	\$0.00	\$12,200.39	\$0.00	\$0.00	\$22,899.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. J. Harrison	Harrison	\$1,514.76				\$0.00	\$0.00	\$1,635.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Kevin	Kevin				\$3,400.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$29,733.43	\$0.00	\$0.00
Mr. Scott	Scott	\$195,328.02			\$223,747.14	\$0.00	\$0.00	\$301,143.33	\$40.14	\$4,899.07	\$353,699.40	\$0.06	\$28,974.83	\$13,342.47	\$1,051	\$2,564.12
Mr. Robert	Robert					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$16,745.76	\$0.00	\$0.00
Mr. Michael	Michael					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Kevin	Kevin (Super . Inc.)	\$99,310.58			\$163,313.49	\$0.00	\$0.00	\$219,535.95	\$0.00	\$2,107.94	\$188,849.24	\$0.00	\$16,788.49	\$13,150.69	\$1,051	\$2,518.00
Mr. Paul	Paul	\$5,733.42			\$6,411.46	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Carl	Carl	\$45,977.36			\$91,953.03	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00
Mr. Charles	The Event Chuck					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$111,423.34	\$0.00	\$0.00
Mr. Thomas	Thomas C					\$0.00	\$0.00	\$2,338.75	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mr. Jesus	Jesus Manuel					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$10,544.40	\$0.00	\$15,092.00
Mr. Adam	Adam J.					\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT

IDENTICAL

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 March	1996 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Dr. Theodore J.	Phibby Kocco Rock/ Public Enemy	\$21,454.94	\$23.98		\$158,842.21	\$201.75		\$174,259.16	\$13.42	\$907.49	\$259,318.59	\$0.04	\$7,901.04		\$0.00	\$0.00
N. Lawrence	The Total Pictorial/Les Lager	\$443,992.79			\$701,372.33	\$3,131.58	\$11,501.46	\$791,294.39	\$575.48	\$39,949.82	\$1,321,704.74	\$12.43	\$50,181.77	\$1,336,056.87	\$44.84	\$54,037.26
man, Brian	Flyin Brian Puma California Brian	\$70,880.49		\$949.25		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00			
man, Craig Alan	Sgt. Craig Purner	\$99,481.14	\$1.38		\$70,411.08	\$29.34	\$17.92	\$1.30	\$0.95	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Jo, Larry	Larry Poffo					\$0.00		\$4,321.27	\$0.00	\$0.00		\$0.00	\$0.00		\$0.12	\$0.00
Jo, Randy	Randy Savage Macho King Macho Man	\$723,613.19	\$19,879.17		\$1,920,170.25	\$1,079.43	\$4,682.20	\$1,542,679.78	\$4,074.72	\$23,937.73	\$1,416,443.68	\$237.31	\$219,406.74	\$143,287.67	\$65.63	\$80,535.83
Steve	Rick Bener	\$156,212.86				\$0.00	\$10,676.18	\$323,379.59	\$27.93	\$12,416.86	\$144,202.40	\$0.04	\$33,732.42	\$597,810.21	\$0.00	\$0.00
and Rick Seiler (Vanity Club)					\$319,774.11	\$1.60									\$1.06	\$23,433.31
basier, Scott (ner Brothers)	Big Poppa Pump	\$156,212.84			\$329,963.79	\$1.39	\$10,676.18	\$311,250.25	\$27.94	\$13,476.19	\$663,846.94	\$578.17	\$34,982.87	\$732,046.14	\$1,508.89	\$119,593.26
d. Ruch						\$0.00		\$87,379.16	\$0.00	\$0.00		\$0.00	\$16,330.00		\$0.00	\$0.00
J. Ron	Run Sudd	\$36,150.94			\$87,636.09	\$0.00		\$1,790.00	\$0.00	\$0.00	\$4,490.00	\$0.00	\$0.00	\$26,239.94	\$0.00	\$0.00
r. John	Ralphie					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
inson, Mark						\$0.00		\$500,000.00	\$0.00	\$0.00	\$1,174,813.50	\$0.00	\$0.00		\$0.00	\$0.00
man, Dennis	The Worm					\$0.00			\$0.00	\$0.00	\$8,143.83	\$0.00	\$0.00	\$457.89	\$0.00	\$0.00
Dean	Shark Boy					\$0.00			\$0.00	\$0.00	\$27,620.21	\$0.00	\$0.00	\$34,831.90	\$0.00	\$0.00
an, Sammy Lee	Kid Romeo					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
d. Richard	Rick Rude					\$0.00		\$296,477.28	\$0.00	\$0.00	\$13,159.68	\$0.00	\$31,209.19	\$397,258.92	\$0.00	\$46.12
Jeremiah	Blitz Kevig					\$0.00		\$400.00	\$0.00	\$0.00	\$63,748.50	\$0.00	\$0.00	\$3,831.78	\$0.00	\$0.00
ada, Michael	Michael	\$119,322.16			\$149,568.99	\$0.00		\$157,431.88	\$0.00	\$0.00	\$162,305.04	\$0.00	\$0.00	\$131,175.48	\$0.00	\$0.00
renez	Wallstreet					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
gen, Jacques		\$46,007.36			\$92,337.33	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00

**EXHIBIT**

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EXHIBIT

CONFIDENTIAL

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Flag Name	1996 Payroll	1996 March	1996 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Ivey, Daniel E.	Diagnosis Dns/Spikey		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Stewart, Kenneth	High Voltage/Kenny	\$16,842.40			\$77,080.00			\$18,448.00	\$0.00	\$1,443.44	\$150,943.93	\$0.00	\$161.89	\$19,092.88		\$2,318.00
von, Herman	Kuco															\$0.00
Rich, Shawn	Perfectshaw															\$0.00
Just, Jacobus	Jakes															\$0.00
Corvo, Oleg																\$0.00
Alta, Pat	El Guo	\$43,136.90			\$41,978.07											\$0.00
De Rosa, Adolfo	LaPata	\$3,967.34			\$45,828.60			\$67,469.39	\$0.00	\$0.00	\$111,879.75	\$0.00	\$22,356.81	\$103,367.85		\$2,518.70
von, William Chase								\$3,600.00	\$0.00	\$0.00	\$24,198.05	\$0.00	\$0.00		\$0.00	\$0.00
Mr. Dave		\$43,910.76														\$0.00
Mr. Paul W.	Terry Taylor	\$146,399.10			\$85,667.47			\$36,632.16	\$0.00	\$0.00	\$116,134.33	\$0.00	\$0.00	\$11,301.37	\$0.00	\$0.00
Mr. John	Avalanche	\$239,448.96			\$124,652.75				\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Wayne	Thunderbolt				\$130,136.97				\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Randy	Swoll								\$0.00	\$0.00	\$30,890.41	\$0.00	\$0.00		\$0.00	\$0.00
Mr. Kevin									\$0.00	\$0.00	\$13,862.20	\$0.00	\$0.00		\$0.00	\$0.00
Mr. Rodrick	Rowdy Roddy	\$185,203.55			\$441,578.12			\$681,078.90	\$0.00	\$1,732.30	\$686,371.16	\$0.00	\$31,624.56	\$432,894.12		\$0.00
Mr. Noodles, Inc.	Piper															\$2,743.45
Mr. Dale	The Demon				\$18,542.86			\$43,180.48	\$0.00	\$0.00	\$59,941.67	\$0.00	\$0.00	\$88,314.63	\$0.00	\$0.00
Mr. Ray	Big Bubba	\$203,938.33			\$204,398.16	\$20.28	\$10.76	\$234,042.61	\$3.07	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Rogers	Rogers								\$0.00	\$0.00	\$27,794.91	\$0.00	\$0.00	\$123,031.12	\$0.00	\$0.00
Mr. Michael Jerry	Sgt. A-Wall								\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Joseph	The Wall								\$0.00	\$0.00	\$57,232.87	\$0.00	\$0.00		\$0.00	\$0.00
Mr. Joseph	Joanne Clove								\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Steve	Barbarian	\$71,548.47			\$146,348.92	\$0.13		\$163,409.16	\$0.00	\$0.00	\$146,046.52	\$0.00	\$27,132.03	\$84,980.68	\$0.00	\$0.00
Mr. Klenow	Iron Shrek					\$0.00			\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Robert	Sick Boy				\$54,602.05	\$0.00		\$111,427.10	\$0.00	\$0.00	\$115,697.11	\$0.00	\$27,941.23		\$0.00	\$46.12
Mr. Richard	Rik Mirel				\$41,328.80	\$0.00		\$110,087.37	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
Mr. Kevin	Kerla Kelly					\$0.00		\$144,360.85	\$0.00	\$0.00	\$100,393.03	\$0.00	\$0.00		\$0.00	\$0.00

EXHIBIT

EXHIBIT

## Supplemental Response to Plaintiffs' Consolidated First Interrogatories, Interrogatory No. 3

Real Name	Ring Name	1996 Payroll	1996 March	1996 Licensing	1997 Payroll	1997 March	1997 Licensing	1998 Payroll	1998 March	1998 Licensing	1999 Payroll	1999 March	1999 Licensing	2000 Payroll	2000 March	2000 Licensing
Miller, Bobby	Hardwork Bobby Walker	\$70,012.13	\$0.00	\$0.00	\$94,671.49	\$0.00	\$0.00	\$33,942.63	\$0.00	\$0.00	\$99,940.00	\$0.00	\$0.00	\$95,870.42	\$0.00	\$0.00
Johnson, Sean	Sax	\$66,400.44	\$0.00	\$0.00	\$244,620.02	\$0.00	\$0.00	\$52,054.79	\$2,828.01	\$1,148.21	\$74,998.49	\$0.00	\$3,476.12	\$0.00	\$1.08	\$0.00
Johnson, John M.	Milky Way		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Eric	Whisper		\$0.00	\$0.00		\$0.00	\$0.00	\$46,310.86	\$0.00	\$0.00	\$84,047.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Eric	Whisper		\$0.00	\$0.00		\$0.00	\$0.00	\$46,310.86	\$0.00	\$0.00	\$84,047.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Robert	Colonel Parker	\$71,514.41	\$0.00	\$0.00	\$58,136.07	\$0.00	\$0.00	\$800.00	\$0.00	\$0.00	\$28,889.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Michael	Michael Winner	\$37,466.20	\$0.00	\$0.00	\$22,377.86	\$0.00	\$0.00	\$23,416.05	\$0.00	\$0.00	\$28,889.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Anthony	Tony Atlas		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Lee	Valer or Big Van Valer		\$0.00	\$0.00	\$4,701.35	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Reggie	Reggie		\$0.00	\$0.00	\$209,000.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Matthew	Matthew		\$0.00	\$0.00	\$54,752.01	\$0.00	\$0.00	\$2,876.71	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Paul (Blue On)	Glenn	\$138,401.18	\$1,071.92	\$1,080.63	\$399,900.29	\$583.43	\$46,627.61	\$53,733.75	\$0.00	\$0.00	\$53,733.75	\$0.00	\$82,738.10	\$0.00	\$0.00	\$0.00
Johnson, Steve	Steve Austin		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Rick	Stunning		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$10,488.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Stephen	Leon	\$1,700.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$23,794.35	\$0.00	\$0.00	\$10,109.60	\$0.00	\$0.00
Johnson, Barry	Barry Windham	\$949.83	\$0.00	\$0.00		\$0.00	\$0.00	\$64,394.12	\$0.00	\$0.00	\$38,054.31	\$0.00	\$0.00	\$39,313.07	\$0.00	\$0.00
Johnson, Kendall	Boogie	\$20,136.97	\$0.00	\$0.00	\$20,136.97	\$0.00	\$0.00	\$77,135.46	\$0.00	\$0.00	\$77,135.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Alex	Kaspar/Alex Wright	\$199,450.38	\$48.89	\$0.00	\$199,450.38	\$48.89	\$0.00	\$256,446.25	\$29.69	\$3,307.64	\$375,411.06	\$0.00	\$13,595.24	\$395,211.09	\$0.00	\$0.00
Johnson, Chad	Chad		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Brian	Brian	\$159,622.75	\$12.06	\$11,900.95	\$159,622.75	\$12.06	\$0.00		\$0.00	\$0.00	\$187,602.25	\$0.00	\$0.00	\$183,776.84	\$0.00	\$0.00
Johnson, Mary	Mary		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, James	James		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$8,377.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Johnson, Chuck	Chuck		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$8,718.88	\$0.00	\$0.00	\$27,510.62	\$0.00	\$0.00
Johnson, Steve	Steve		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit B****POWER PLANT TRAINEES**

<b>REAL NAME</b>	<b>RING NAME</b>
Allen, Steve	
Baum, Matthew B.	
Beach, Cameron	
Bernick, Brian Michael	Jet Jaguar
Bobic, Nikola	
Cain, Joseph Bradley	
Carr, Tony Byron	Corporal Cruel
Cornell, Rick	Nino, Reno
Craig, Twanta Maurice	
Daniel, Jason Matthew	J-Sin, New-sensation Jason
Davis, Marcial R.	Mercenary
Denson, Joseph (Joey) Frederick III	
Dixon, Rico	
Dorgan, Joe	Johnny Swinger
Dreer, William C. (Billy)	
Duong, Phap Minh	
Easterling, Darron Devon	
Endres, Troy	
Evans, Sean Charles	Shocker
Faqir, Rachid Daniel (Danny)	
Fliehr, David	David Flair
Forrester, Ryan	The Hearthrob
Fortune, Chad	
Funk, Allan Eric	Vytor, Triple A
James Gibson	
Greco, Sam	
Greene, John	Johnny Attitude
Groegler, Charles I.	
Guthrie, Mark	
Haire, Sean	Sean O'Haire
Hamner, Bret	
Hildreth, Mark	
Hogue, Harold	Ice Train
Hugger, Jonathan Martin	Johnny Blaze or Johnny Blade
Hunke, Gregory John	J T Greed
Jindrak, Mark	Mark Millenium
Jones, Allen	
Karagias, Evan	
Kellum, Rob	Artiste
Knapik, Robert J.	
Knox, Paul Lewis	Pierce Kage
Lee, Charles M.	

**Exhibit B**

Le Flore, Wondell	The Judge
LeRoux, J. Mark	Lash LeRoux
Loewen, Robert S.	
Mally (O'Malley), Craig	Irish Invasion
Maria, David	Apache
Massengale, Jason	
Moore, Ken	
Nimmons, Michael Brady	Mike Nova
Norris, Harrison, Jr.	Hardbody Harrison
Northcutt, Kevin	
Oliveira, Stephen	
Palumbo, Charles (Chuck) R.	
Reis, Ron	
Roll, Dean	Shark Boy
Roman, Sam	Rick Romeo, Kid Romeo
Saengsiphon, Bounthan	
Sanders, Mike	
Sapp, Bob	
Siaki, Sonny	Hawaiian GQ
Skipper, Elix	T-Lock, Venom
Speight, Lester	Mighty Rasta
Strauss, Jacobus	Jakes
Tatum, W. Chase	
Thurber, Courtright	
Thurber, James	
Tilton, Kevin	The Engima
Tipton, Mark	
Torborg, Dale	
Tuite, Michael Jerry	
Walker, Charles Franklin	
Walker, J. Bradley, Sr.	
Watkins, Joe	Vic Violent
White, Curtis L.	Toad
Wiese, Matthew	
Wilson, Luther	
Worthen, William	William Worthy
Wright, Chris	C.W.
Wright, Wesley "Shane"	
Yokley, Brett	
Yun, James	



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

Walker v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0367-CC

Onoo v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0368-CC

Norris v. World Championship Wrestling, Inc., Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-0369-CC

Easterling v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1715-CC

Davis v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1716-CC

Worthen v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1717-CC

Speight v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1718-CC

Saengsiphon v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1719-CC

Reeves v. World Championship Wrestling, Inc. and Turner Sports, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:00-CV-1720-CC

Patterson v. World Championship Wrestling, Inc., Turner Sports, Inc., Turner Entertainment Group, Inc. and Turner Broadcasting System, Inc., Civ. File No. 1:01-CV-1152-CC

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of  
**DEFENDANT UNIVERSAL WRESTLING CORPORATION'S SUPPLEMENTAL  
RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST INTERROGATORIES TO  
DEFENDANTS WORLD CHAMPIONSHIP WRESTLING, INC. AND TURNER SPORTS,  
INC.** upon the interested parties by hand delivery, properly  
addressed to:

Cary Ichter  
Kelly Jean Beard  
Charles Gernazian  
Michelle M. Rothenberg-Williams  
MEADOWS, ICHTER AND BOWERS, P.C.  
Eight Piedmont Center, Suite 300  
3525 Piedmont Road  
Atlanta, GA 30305

This 10<sup>th</sup> day of October, 2002.

A handwritten signature in black ink, appearing to read "Eric A. Richardson", written over a horizontal line.

Eric A. Richardson